



MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN

AND

**AFSCME COUNCIL 57, LOCAL 146 AFL-CIO
Representing
CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES**

February 1, 2005 - January 31, 2008

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MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN AND ROCKLIN PUBLIC SERVICE EMPLOYEES (AFSCME)

THIS MEMORANDUM OF UNDERSTANDING entered into this 25th day of October, 2005, between the City of Rocklin, a municipal corporation, ("the City"), and AFSCME Council 57 Local 146, AFL-CIO representing the City of Rocklin Public Service Employees Unit ("the Union") as follows:

SECTION I - GENERAL

ARTICLE 1. DEFINITIONS.

1. AFSCME - AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Unit.

2. Base Rate - An employee's rate of pay expressed in terms of an hourly or monthly rate exclusive of any special forms of compensation or overtime premiums.

3. Career Employees - Those employees working in a regular full-time position, whether permanent or probationary.

4. City - The City of Rocklin.

5. Continuous Service - (Pursuant to Article 59.II.B, Layoff/Reduction in Force only) - The employee's total continuous service since date of appointment to a regular or career position in the classification without break or interruption. Approved leaves taken in accordance with FMLA/CFRA regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service.

6. Day - A period of time between any midnight and the midnight following unless defined differently in a particular article or section.

7. Day - (Pursuant to Article 56, Grievance Procedure only) - A day the City Manager's office is open for business.

8. Day Shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 a.m. and 6 p.m. (for purposes of shift differential).

9. Delivery or Deliver to the Employee - (Pursuant to Article 57, Discipline only) - either personal delivery to the employee or the placing of the notice in the United States Mail.

10. Employee - A member of the City of Rocklin Public Service Employees bargaining unit.

City of Rocklin/Rocklin Public Service Employees (AFSCME)
2/1/2005 – 1/31/2008

11. Exempt Employee – An employee whose job duties exempt him or her from certain state and federal wage and hour requirements including the payment of overtime compensation.
12. Extended Period – (Pursuant to Article 39, Family Care and Medical Leave) - An absence of two (2) weeks or more.
13. Full-Time Employees - Those employees whose regularly scheduled work assignment is 32 hours per week or more.
14. Grievance – (Pursuant to Article 56, Grievance Procedure) - A claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.
15. Grievant - (Pursuant to Article 56, Grievance Procedure) - An employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
16. Immediate Family – (Pursuant to Article 42, Sick Leave) - The employee's mother, stepmother, father, stepfather, spouse, child, stepchild or any person living in the employee's immediate household.
17. Intermittent Part-Time Employees - Employees hired to fill positions of varying duration not to exceed 1,000 hours per fiscal year.
18. Limited Term Employees - Employees hired to fill special project needs or to substitute for a permanent or probationary employee who is on a leave of absence. The length of employment will vary and will be determined by the circumstances involved in each case.
19. Memorandum - This Memorandum of Understanding ("MOU") or any future memorandum of understanding as the context may require.
20. Meyers-Milias-Brown Act (M.M.B.) - Chapter 10 of Division 4 of Title 1 of the Government Code, commencing with Section 3500, having to do with employer-employee relations as the same reads or as it may be amended to read.
21. Night shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 p.m. and 6 a.m. (for purposes of shift differential.)
22. Non-Career Employees - Employees who are appointed to positions not classified as regular full-time positions. Such positions include limited term, intermittent part-time, temporary, as-needed, student interns, volunteer, and public service

employment as defined in the City Personnel Rules. These types of employees are not covered under this Agreement.

23. On-Call - An employee is on-call if the employee has made himself or herself available to be called back to work on off duty hours under the terms of a written on-call procedure.

24. Overpayment - Any amount of compensation (base salary, overtime, leave usage/accruals, premium pay, or payroll deductions) that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors.

25. Overtime - Any time worked or compensated in excess of forty (40) hours in any workweek.

26. Paid hours - Regular, sick, vacation, Compensatory Time Off (CTO), and holiday hours.

27. Part-Time Employees - Employees whose regularly scheduled work assignment is less than 32 hours per week.

28. Permanent Status - The status of an employee who has successfully completed a probationary period.

29. Personnel Rules - The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.

30. Probationary Period - A working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.

31. Probationary Status - The status of an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.

32. Promotion - The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.

33. Purely Personal Possessions (Pursuant to Article 58, Drug-Free Workplace Policy) - Includes employee's purse, backpack, or briefcase.

34. Qualified Career Employee - employees working a regular full-time position, either permanent or probationary, who are qualified to perform the overtime assignment.

35. Qualified non-career employee - Employees who are appointed to positions not classified as regular full-time positions, who are qualified to perform overtime assignments.

36. Reasonable Suspicion – (Pursuant to Article 59, Drug-Free Workplace Policy) - A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

37. Reasonable Time – (Referring to the period designated union stewards or representatives shall be allowed to investigate any allegations or violations of this agreement - pursuant to Article 56, Grievance Procedure only) –A time period of two hours unless additional time is approved by the Human Resources Manager.

38. Reclassification - A change in the class level of an individual position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on a basis of significant changes in kind, difficulty, or responsibility of the work performed in the position.

39. Regular Rate - An employee's base rate plus any special forms of compensation (i.e., Shift Differential, Out of Class, Longevity, Education Incentive, Stand-by Pay, Transitional Differential Pay), that will be included when determining the appropriate rate of compensation for overtime worked, CTO pay-out and similar calculations.

40. Reimbursement – The replacement value of a comparable quality tool(s) or other appropriate reimbursements under the MOU.

41. Stand-by - An employee not covered under the terms of an On-Call policy is on stand-by status when required to make himself or herself available to be called back to work on off duty hours consistent with the terms of the Article entitled "Standby Pay."

42. Supervisor – The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

43. Total City Seniority - An employee's length of employment measured from the most recent date of employment or re-employment in a regular or "career" position. For purposes of calculating seniority, time spent in temporary status or through funding such as GAIN or CETA prior to appointment to a regular position will not be included.

44. Underpayment - Any amount of compensation (base salary, overtime, leave usage/accruals, premium pay, or payroll deductions) that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.

45. Work schedule - The hours and days of work assigned to an employee.
46. Work shift - Day shift (between 6 a.m. - 6 p.m. daily) or night shift (between 6 p.m. - 6 a.m. daily).
47. Workweek - The period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday.

ARTICLE 2. INTENT.

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith, pursuant to the requirements of the Meyers-Milias-Brown Act. This MOU constitutes the entire understanding of the parties with respect to the articles covered by the MOU, and all previous memoranda and resolutions of the City Council in regard to salaries or fringe benefits for the Public Service Employees bargaining unit are hereby expressly superseded, with the exception of the City of Rocklin's City Council Resolution No. 2003-91. All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. RECOGNITION.

I. Majority Representative

The City recognizes AFSCME Council 57 Local 146 AFL-CIO as the majority representative for full-time employees that are working in classifications presently assigned to, or that in the future, are assigned to the Public Service Unit, excepting:

A. Those employees who are appointed to positions not classified as regular full-time positions. Such positions include limited-term, temporary, intermittent part-time, as-needed, student interns, volunteer, and public service employment, as defined in that Section of the Personnel Rules entitled "Public Service Employment."

ARTICLE 4. TERM.

I. The term of this MOU shall be from date of final approval by City Council and shall remain in full force and effect from February 1, 2005 until midnight, January 31, 2008.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING.

In order to begin negotiations on a successor MOU, the Union shall notify the City in writing of the membership of its bargaining team no later than thirty (30) days prior to the expiration of the current agreement.

ARTICLE 6. PROBATIONARY PERIODS

The probationary period is a working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.

I All employees in the bargaining unit shall serve an initial probationary employment period of twelve (12) months of continuous service upon employment or reemployment. Upon promotion to a higher classification, the probationary period shall be six (6) months of continuous employment in the higher class. The promotional probationary period may be extended for up to six months if any section score in the employee's probationary evaluation is consistently below the competent level during the first six-month period.

II. Reclassification and job title change shall be exempt from probationary periods.

III. A probationary period may be extended due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of two consecutive workweeks. The extension of the probationary period will not exceed the length of the absence.

IV. All references to "interim" employment or "interim" employees in the City Personnel Rules shall be considered to be "probationary" employment or "probationary" employees.

V. If a promoted employee does not successfully complete the probationary period in the classification to which he/she was appointed, the employee shall be reduced to the classification in which he or she previously successfully completed a probationary period, unless the reason for rejecting the employee during the promotional probationary period would have been sufficient to cause dismissal from the former position as well.

ARTICLE 7. PERSONNEL RULES.

The Personnel Rules of the City are no longer incorporated within this MOU.

The City agrees to meet and confer with the Union over any proposed change to the wages, hours, working conditions, and any additions, deletions, or changes to classification titles or classification specifications which may require a change to the resolution attached to this MOU prior to presenting it to Council for consideration, approval, and adoption.

ARTICLE 8. AMERICANS WITH DISABILITIES ACT.

I. Non-Discrimination

A. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that no provision in this MOU is intended to cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment. The parties further agree that neither party shall seek to enforce any provision of the MOU in a manner that will cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

II. Accommodation

A. The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment in working conditions is necessary, if any. The City will provide the Union with written notice of any proposed adjustment to working conditions it determines necessary in order to comply with the Act, and provide the Union the opportunity to meet and discuss the matter.

B. Any accommodation provided to an individual protected by the ADA shall not establish a past practice. Nothing, however, in this provision shall preclude the Union from utilizing the established grievance procedure, or any other means available by law, to challenge an alleged misapplication or abuse of this provision.

ARTICLE 9. CITY RIGHTS AND RESPONSIBILITIES.

I. City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

A. To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work

requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

B. Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 10. COMPLETION OF BARGAINING.

I. Waiver

The parties mutually agree that during the term of this MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours, and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

II. Prohibition of Concerted Actions

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. AFSCME agrees that under no circumstances during the term of this Agreement will AFSCME recommend, encourage, cause, or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as a work stoppage), in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 11. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that Social Security is applicable to employees of public agencies, the City and the Union agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 12. SEVERABILITY OF PROVISION.

Should any section, clause or provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer regarding substitute provisions to those rendered or declared illegal.

ARTICLE 13. EXEMPT EMPLOYEES.

Exempt employees will be governed by the terms and conditions of the articles of this MOU, except as specified below.

I. Time Reporting

A. Supervisory and Professional employees in the City are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA).

1. Under the FLSA, exempt employees must be paid on a salary basis, i.e., he or she will receive a predetermined amount each pay period, which is not subject to reduction due to variations in the quantity or quality of work.

2. Exempt employees will be responsible for reporting any time taken off so that the appropriate leave balance can be reduced accordingly.

3. Exempt employees are expected to devote a reasonable amount of time to successfully perform assigned responsibilities. Full-time exempt positions will typically require a minimum of 80 hours per biweekly pay period.

B. Compensatory Time Off

1. Compensatory Time Off (CTO) will be earned on an hour-for-hour basis up to a maximum of 96 hours. Exempt employees will be paid for accrued CTO in accordance with the schedule specified in Article 15, Section II, C.

2. Exempt employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division.

II. Benefits

A. The City agrees to reimburse employees for all required licensing/credential fees. If any exempt employee is required to attend continuing education classes in order to maintain their license/credential, the City agrees to pay

those costs, not to exceed \$600 per year and no more than 5 days/40 hours of educational time off per year.

B. Exempt employees will remain eligible for benefits under Article 34, Tuition Reimbursement.

III. Exempt employees are not eligible for Call-Back Pay (Article 16).

IV. Exempt employees are not eligible for Standby Pay (Article 18).

SECTION II - COMPENSATION

ARTICLE 14. COMPENSATION.

I. New Salary Schedule

A. The salary schedule for employees in the bargaining unit shall provide for 2.5% between ranges and 5% between steps. Attached as Appendix A is the salary schedule for employees in the bargaining unit effective February 1, 2005, except for the special salary adjustments (see below). As shown in Appendix A, each salary range consists of 6 steps, beginning with Step A and ending with Step F. (See Appendix E for an explanation of the effects of the addition of Step F and how it relates to retroactivity and the August 1, 2005 reclassifications). This salary schedule includes the 4% general increase applied retroactively to February 1, 2005 for all employees based upon their position in the salary schedule as of ratification/adoption of the MOU. Appendix A also includes the special salary adjustments made to the specific classifications identified in the salary survey. These salary adjustments will be effective at the beginning of the first pay period following ratification/adoption of the MOU.

B. Effective February 1, 2006 the salary ranges for all employees will be increased by 4%.

C. Effective February 1, 2007 the salary ranges for all employees will be increased by 3%.

1. If the annual change in the California CPI for urban wages earners and clerical workers is 4% to 4.9% for the period from October 2005 to October 2006, then employees will receive an additional 0.5% increase beginning with the first pay period that includes February 1, 2007.

2. If the annual change in the California CPI for urban wages earners and clerical workers is 5% or above for the period from October 2005 to October 2006,

then employees will receive an additional 1.0% increase beginning with the first pay period that includes February 1, 2007.

II. Salary Survey

Beginning in 2006, the City will contract for a comprehensive classification and compensation survey covering all classifications covered by this MOU. City agrees the Union will have advisory input in the selection of the contractor. The survey will be concluded no later than the first quarter of 2007. Results will be presented to the City and the Union by the selected contractor. The Parties will then Meet and Confer regarding the results of the survey. Any agreed to changes, which may include increases or decreases to the rates of studied classifications, will be implemented beginning with the first pay period that includes February 1, 2007. The MOU shall be open for the limited purpose outlined above. No other changes to the MOU will be open for negotiation. To help ensure the accuracy of the classification and compensation survey, the language of Section II of Article 50-Reclassifications shall not be operative during calendar year 2006.

III. The City and the Union agree that the following agencies will be used to survey for compensation and benefits:

City of Auburn
City of Davis
City of Dixon
City of Folsom
City of Galt
City of Grass Valley

City of Lincoln
City of Roseville
City of West Sacramento
City of Woodland
City of Yuba City
Placer County

ARTICLE 15. OVERTIME/COMPENSATORY TIME OFF.

I. Overtime Payment

A. Overtime will be paid for all unit members who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). When the City determines that an employee is FLSA exempt, the City will notify the Union in writing of its findings and will meet with the Union prior to implementation if a meeting is requested.

B. Non-exempt employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at time and one-half of their regular hourly rate.

C. Nonexempt employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular hourly rate for all hours worked in excess of the twelve (12) continuous hours. The payment of double time for

these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than 40 hours in that week. All "double time" overtime shall be paid in salary, and employees are not eligible to receive CTO for double time overtime.

D. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute time. The double time payment after 12 continuous hours worked (Section C above) does not apply to off-site training events.

II. Compensatory Time-Off (CTO)

A. Non-exempt employees may choose to accrue Compensatory Time Off hours in lieu of receiving pay for overtime hours worked.

B. In no event shall an employee accrue CTO hours in excess of fifty-six (56) actual hours. These hours shall be recorded at the time and one-half rate; i.e., up to a maximum of eighty-four (84) hours CTO may be earned. When the employee is carrying the maximum CTO hours, all overtime must be paid at time and one-half in the pay period worked.

C. On the pay day following the pay period that includes January 1, the City shall pay the employee for all CTO hours earned through the previous pay period at the then current regular rate of pay for that employee.

D. The department director or his/her management designee shall have the sole discretion in approving or denying the use of accrued CTO hours.

III. Overtime Assignments

A. Within each job classification, qualified career employees within each division shall be offered overtime work prior to the offering of overtime work to qualified non-career employees. If no specialized skills are required, overtime will be offered by seniority by department.

B. Scheduled overtime shall be offered to employees within each job classification within each division or department by seniority per occurrence. The supervisor shall maintain a list of overtime offerings of when overtime was offered and who accepted and refused. This list will be made available to Division employees or the Union Business Agent upon request.

1. An extension of a work shift is not considered scheduled overtime. A shift extension is not subject to "B" above.

C. Employees have the option to accept or decline to work scheduled non-emergency overtime. However, if no employee accepts the scheduled overtime assignment, the City shall assign the least senior qualified and available employee to work the overtime assignment.

D. Overtime for regular scheduled annual events such as Jubilee, Haunted House, etc., shall not be scheduled without five (5) working days written notice to the affected employee.

E. Unscheduled overtime may be required of any employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City. Non emergency overtime shall be offered by seniority.

ARTICLE 16. CALL-BACK PAY.

I. When an employee is called back to work after he/she has completed an assigned shift, the employee shall receive a minimum of 2 hours of call-back pay at 1.5 times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift.

ARTICLE 17. OUT-OF-CLASS PAY.

I. When it is required by the Department Head or designee that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five (5%) percent above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be a minimum of the "A" step of the higher classification, and no more than the maximum of the highest step of the higher classification.

II. Eligibility for out-of-class pay will be subject to the following conditions:

A. The assignment to work in the higher classification must be made by the Department Head or designee.

B. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher level position.

C. An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least ten (10) consecutive work days. When an assignment meets these eligibility conditions, the employee shall be paid retroactive to the first date of the assignment and shall continue for the remainder of the assignment.

III. Temporary assignment to out-of-class positions shall be limited to four (4) months from date of appointment. After four (4) months, the employee shall be returned to their original position.

ARTICLE 18. STANDBY PAY/ON-CALL.

STANDBY

Any employee who is required to remain on standby for call back outside of a regularly scheduled work shift shall receive \$2.25 pay for each hour assigned to standby. Compensated standby hours shall not be included in hours worked for overtime pay calculations. Employees shall be offered standby by seniority on a voluntary day-to-day as needed basis. Employees who are called in to work while on standby duty shall be compensated in accordance with the provisions of Article 16, Call Back Pay.

ON-CALL

I. Where a department has an on-call procedure in place, employees (including supervisors) who are on-call shall be paid \$2.25 per hour for any hours so assigned.

II. If a department wishes to establish an on-call procedure, it will utilize the Meet and Confer process. Once adopted, changes to a department's on-call procedure can be made utilizing the Meet and Confer process.

ARTICLE 19. SHIFT DIFFERENTIAL PAY.

I. "Shift" Defined

The day shift is defined as the shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 a.m. and 6 p.m.

II. Eligibility

Each employee whose regular assigned work schedule includes work hours between 6 p.m. and 6 a.m. shall receive a shift differential of 6% of base pay for all hours worked when one-half (1/2) or more of the regularly scheduled work hours fall between the hours of 6 p.m. and 6 a.m. The shift differential will not apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for working additional hours which may fall outside of the day shift.

ARTICLE 20. LONGEVITY PAY.

I. The City will maintain the longevity pay program for employees in classifications assigned to the Public Service Unit, as follows:

A. When an employee has completed seven (7) years of service in the City, he/she will receive a longevity differential of 2.5% of base pay.

B. When an employee has completed ten (10) years of service in the City, he/she will receive a longevity differential of 5.0% of base pay.

C. When an employee has completed fifteen (15) years of service in the City, he/she will receive a longevity differential of 7.5% of base pay.

D. Time worked in temporary status prior to appointment to a regular position, or time worked under job training agencies or programs such as CETA, SYETA, GAIN, or similar funding will not be credited toward eligibility for longevity differential.

ARTICLE 21. EDUCATION INCENTIVE PAY.

I. All employees shall be eligible for education incentive pay as follows:

A.	Associate's Degree	\$75.00/Mo.
	Bachelor's Degree	\$125.00/Mo.
	Master's Degree	\$150.00/Mo.

This incentive is non-cumulative, and is paid at the highest rate for which an employee is qualified.

B. Education Incentive pay shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in the class.

II. Employees who were receiving education incentive pay for 60 units on January 31, 2000, will continue to receive \$62.00/Mo. for the term of this Agreement. Except as provided in the preceding sentence, effective February 1, 2000, employees will only be eligible to receive education incentive pay as specified in I.A. & B. above.

III. Effective Dates

A. Payment of education incentive will begin effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the

pay period following receipt of the appropriate documentation in the Human Resources Office.

1. For college degrees, a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given, education incentive pay shall be retroactive to the date of the accomplishment.

2. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

IV. Community Services Program Assistant/Community Services Program Coordinator

A. The minimum requirements set forth in the job specifications for the classifications of Community Services Program Assistant and Community Services Program Coordinator are as follows:

Community Services Program Assistant

Equivalent to the completion of the 12th grade and 15* units in recreation, early childhood education, child development, or closely related field; and at least 4 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program; OR

Associate's degree* with major emphasis in recreation, early childhood education, child development, or closely related field, and at least 2 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program; OR

Bachelor's degree* with major emphasis in recreation, early childhood education, child development, or closely related field; and at least 1 year of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program.

Community Services Program Coordinator

Equivalent to the completion of the 12th grade and 18* units in recreation, early childhood education, child development, or closely related field; and at least 5 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program; OR

Associate's degree* with major emphasis in recreation, early childhood education, child development, or closely related field; and at least 3 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program; OR

Bachelor's degree* with major emphasis in recreation, early childhood education, child development, or closely related field; and at least 2 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program.

*Kids Junction before and after school daycare center positions: per licensing requirements, three (3) units of the required education must be in administration or staff relations.

B. In order to be eligible for education incentive pay at date of hire, employees in the classifications set forth above must meet the following requirements:

Community Services Program Assistant

Must have a degree as set forth in Section I of this article AND for an Associate's Degree have at least 3 years and for a Bachelor's Degree have at least 2 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program.

Community Services Program Coordinator

Must have a degree as set forth in Section I of this article AND for an Associate's Degree have at least 4 years and for a Bachelor's Degree have at least 3 years of work experience in recreation or a closely related program, or teaching in a licensed daycare center, structured preschool environment, or comparable group childcare program.

C. New employees holding Associate's, Bachelor's, or Master's Degrees, but having less than the minimum years of experience required for their classification set

forth in paragraph B above, will be eligible for education incentive once they have completed one full year of employment with the City of Rocklin.

D. It is the employee's responsibility to notify Human Resources when they are eligible for education incentive pay and to provide the appropriate documentation.

ARTICLE 22. EFFECTIVE DATES.

I. Merit increases, longevity pay, and Cost of Living Adjustments (COLA) shall accrue and be payable from the effective date when the City's payroll software system has the capability of making mid-pay period adjustments. Until such time, the City shall implement merit increases, longevity pay, and cost of living adjustments from the beginning of the pay period that includes the effective date.

ARTICLE 23. SALARY DETERMINATION: PROMOTION/DEMOTIONS.

I. Promotions

Career employees who meet the basic qualifications of a vacant position will be eligible to apply for the vacant position. Upon promotion, an employee shall receive a minimum of five percent (5%) salary increase, unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

II. Demotions

In the event an employee voluntarily or involuntarily demotes for non-disciplinary reasons to a classification with a lower salary range, the employee shall be placed at the step in the salary range closest to but not above his/her previous hourly rate. Demotions shall become effective at the beginning of a pay period.

SECTION III - BENEFITS AND REIMBURSEMENTS

ARTICLE 24. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

I. Availability and Eligibility

The City agrees to provide insurance benefits covering medical, dental, vision, long-term disability, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans.

II. Selection of Carriers

The employee shall choose their medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement System (PERS). The dental, vision, long-term disability, life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

III. Employee Benefit Package

A. The employee benefit package will include:

Selected Medical Plan
Family Dental Plan (with PPO option)
Family Vision Plan
\$50,000 Life Insurance and AD&D
PERS Administrative Costs
Long Term Disability Insurance (90-day waiting period)

IV. Premiums February 1, 2005 – January 31, 2008

A. Medical Insurance

1. The City will pay up to the full monthly cost for family coverage for the lowest cost medical insurance plus the PERS administrative charges imposed for medical plan processing plus \$10.00. The employee will pay any costs that exceed the City's fixed contribution for medical insurance.

B. Dental, Vision, Long Term Disability, Life and Accidental Death and Dismemberment Insurance

1. The City will pay the full cost of coverage for a family dental plan, a family vision plan, long term disability insurance, and \$50,000 life and accidental death and dismemberment insurance.

V. Payroll Deduction

A. The employee will pay the amount their benefit package cost exceeds the City's contribution by authorizing biweekly payroll deductions.

B. The Union may request payroll deduction for the premiums for up to two (2) additional union-sponsored benefit programs to be paid 100% by the employee when ten (10) or more employees choose to enroll in the plan.

1. The City will no longer allow the payroll deduction if the enrollment in the program drops to five employees or less.

VI. Health Care Committee

The City agrees to form an advisory health care committee comprised of representatives of the City and the City's various units which include AFSCME, Rocklin Firefighters, Rocklin Police Officers' Association, and the City's Confidential and Management units. The purpose of the committee shall be to explore options, including options other than those offered by PERS that will serve the needs of the City and its employees. If following its meeting with the health care committee, the City believes it would be beneficial to make changes to its health care program which could include change to a non-PERS option; at the mutual agreement of both parties, the City will Meet and Confer with AFSCME concerning any proposed changes.

ARTICLE 25. STATE DISABILITY INSURANCE BENEFITS (SDI).

All employees shall be eligible for SDI benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 26. FLEXIBLE SPENDING PLAN.

I. The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to four thousand dollars (\$4,000.00) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

II. The City reserves the right to change carriers at any time, provided that plan benefits to unit members are substantially the same or better.

ARTICLE 27. RETIREMENT BENEFITS.

I. Retirement Plan

A. The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (PERS) plan during the term of this Agreement. The plan will have the following additional contract provisions:

Section 21574, 1959 Survivors Benefit, Fourth Option
Section 20965, Credit for Unused Sick Leave

City of Rocklin/Rocklin Public Service Employees (AFSCME)
2/1/2005 – 1/31/2008

Section 20042, One Year Final Compensation
Section 21354, 2% @ 55

II. Employer-Paid Member Contribution

A. The City shall contribute the entire seven percent (7%) of salary towards the employee's contribution.

III. Deferred Compensation

A. The City will contribute up to \$100 per month in matching funds for employees who participate in a City-sponsored deferred compensation program.

1. Once this MOU is adopted by the City Council, employees will have until December 8, 2005 to contribute a one time lump sum payment up to the full amount of the retroactive benefit (\$100 per month). The City will make a one time lump sum payment of up to \$50 per month to match the employee's one time lump sum payment. The employees' one time lump sum payment will be taken out of the payroll check that includes the retroactive pay increase. The City's one time lump sum payment will be in the same payroll. Employees who have contributed \$100 or more per month to deferred compensation from February 1, 2005 through the month of ratification shall receive the City's one time lump sum payment of \$50 per month without any additional contribution.

ARTICLE 28. RETIREE HEALTH BENEFITS.

To be eligible to receive post-retirement health benefits, an employee must complete at least five years of PERS-credited service with the City. Employees who retire from the City after meeting the service requirement stated above and who have at least 10 years of PERS-credited service will receive a City contribution to their post-retirement health benefits as follows:

Credited Years of Service	% of City Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

Employees who have PERS-credited service through other public agencies must complete at least five years of service with the City and retire from the City to be eligible for post-retirement health benefits. However, once they have completed five years of service with the City, their eligibility for post-retirement health benefits will include all years of PERS-credited service.

The vesting requirements for post-retirement health benefits will be implemented for all employees hired after the date the City's contract for health benefits under the Public Employees' Medical and Hospital Care Act (PEMHCA) has been revised to include these service requirements.

The language of Article 28 remains the same as in the 2000-2005 MOU, and by ratifying this MOU (2005-2008), AFSCME does not waive the arguments it raised in the negotiations for this MOU.

ARTICLE 29. UNIFORMS.

I. The City will provide work uniforms and the laundering thereof for employees in the classifications listed in Paragraph III, below. Employees in those classifications will be required to wear the uniforms at all times while on duty. Supervisors may be exempted from this requirement with the approval of the appropriate Department Head.

II. The City will provide one winter safety jacket to employees in these classifications in the second year of this Agreement. Maintenance of safety jackets will be the responsibility of the employee. The City will repair or replace each jacket once due to damage or wear on the job. An employee is eligible for only one replacement jacket during each three year period. The City will solicit input from the employees concerning the style and functionality of the jacket prior to the purchase of the jackets. After evaluating the input, the City will make the final decision on the type of jacket to be purchased.

III. These classifications receive uniforms and jacket:

- Building Maintenance Worker
- Building Maintenance Supervisor
- Building Trades Worker
- Equipment Mechanic I/II
- Facilities Maintenance Supervisor
- Irrigation Maintenance Technician
- Landscape Maintenance Supervisor
- Landscape Maintenance Worker
- Maintenance Worker I

Parks Maintenance Supervisor
Parks Maintenance Worker
Parks Trades Worker
Parts Specialist
Public Works Maintenance Supervisor
Public Works Maintenance Worker
Senior Building Maintenance Worker
Senior Equipment Mechanic
Senior Landscape Maintenance Worker
Senior Public Works Maintenance Worker
Senior Traffic Maintenance Worker
Traffic Maintenance Worker

These classifications receive jacket only:

Landscape Inspector
Public Works Inspector I/II

IV. Uniformed employees who are not assigned to work in the Parks, Buildings, Landscape, Lighting, and Streets Divisions or the Mechanics shop on a regular basis may choose a suitable alternative to the standard uniforms issued to those classifications, provided the alternative is no more costly than the standard uniform. The alternative uniform chosen is subject to the approval of the department director. Employees eligible for alternative uniforms are not eligible for a winter safety jacket.

V. Fire Inspector

A. At time of hire, the City will purchase uniforms for each Fire Inspector which shall consist of one (1) Class A uniform, ten (10) shirts, and five (5) pants. For each successive year, the City will purchase five (5) shirts and five (5) pants. This Section shall also apply to the current incumbent of the position and, exclusive of the Class A uniform, the City will, upon ratification of this Agreement, purchase the amount of shirts and pants specified above.

B. Each Fire Inspector shall receive \$33.33 per month for laundry allowance.

ARTICLE 30. SAFETY SHOES/SAFETY GLASSES.

I. Safety Shoes

A. The City will make an annual payment of \$200.00 as an allowance for safety shoes to designated classifications. Allowance to be paid in the pay period that includes November 1 of each year of the agreement.

B. Designated Classifications include:

Building Inspector I/II
Building Maintenance Supervisor
Building Maintenance Worker
Building Plans Examiner I/II
Building Trades Worker
Code Enforcement Officer
Engineering Technician I/II/III
Equipment Mechanic I/II
Facilities Maintenance Supervisor
Fire Inspector
Irrigation Maintenance Technician
Landscape Inspector
Landscape Maintenance Supervisor
Landscape Maintenance Worker
Maintenance Worker I
Parks Maintenance Supervisor
Parks Maintenance Worker
Parks Trades Worker
Plan Check Engineer
Public Works Inspector I/II
Public Works Maintenance Supervisor
Public Works Maintenance Worker
Senior Building Maintenance Worker
Senior Equipment Mechanic
Senior Landscape Maintenance Worker
Senior Public Works Maintenance Worker
Senior Traffic Maintenance Worker
Traffic Maintenance Worker

C. A person hired or promoted into a designated classification from a classification not currently receiving a Safety Shoe Allowance shall receive full payment at time of hire or promotion.

D. Employees receiving such allowance shall be required to wear safety shoes at all times while performing their duties. Any dispute about whether or not safety shoes should be worn shall be decided by the immediate supervisor.

II. Safety Prescription Glasses

A. During the term of this Agreement, the City will pay any reasonable cost up to a maximum of \$275 per employee for the provision of safety prescription glasses when:

1. Such glasses are required in the work of the employee; and
2. The employee has submitted a claim for these costs to the vision insurance plan and has been notified that such costs cannot be reimbursed under the plan; and
3. The glasses are required because a newly-hired employee does not currently possess prescription safety glasses and must wear prescription lenses at all times; or because a current employee is diagnosed with a change in his/her lens prescription.

B. The City will pay only for reasonable costs which are not covered by the vision insurance plan. Should an employee receive reimbursement from both the City and the vision plan which exceed the total cost of the glasses, the employee will refund to the City any amount received in excess of the total cost of the glasses.

III. Reimbursement For Prescription Safety Glasses

A. Reimbursement of damaged safety prescription glasses will be provided as follows:

1. Reimbursement shall be authorized only when damage is caused by circumstances which arise out of employment, not from ordinary wear and tear or damage occasioned by the use of the glasses during off-duty hours.
2. An employee must file a claim with the Human Resources Division for the repair or replacement of the damaged glasses, describing how and when the damage occurred, together with either:
 - a. A copy of the receipt of the original purchase; or
 - b. A copy of the receipt for the repair or replacement; or
 - c. An estimate of the repair or replacement cost on a form prepared by a vendor.

ARTICLE 31. MILEAGE REIMBURSEMENT.

I. When an employee is conducting City business or is authorized to attend off-site seminars, schools, or workshops which require them to travel, they shall use a City vehicle if an appropriate vehicle is available at their worksite. When a City vehicle is not available, the employee may use his/her privately-owned vehicle and be reimbursed at the current Internal Revenue Service rate. Use of privately-owned vehicles must be authorized in advance by the Department Director or Division Manager.

II. Employees authorized to use a privately-owned vehicle shall be required to maintain their California operator's license in good standing including providing proof of insurance to the minimum limits as required by the California Motor Vehicle Code.

ARTICLE 32. MEAL REIMBURSEMENT.

If an employee's normal work day is extended for emergency response duties for a period that exceeds two hours and the employee is not released from work for his/her regular meal time, the City will, at the employee's supervisor's option, compensate each employee according to the City's Per Diem Meal Allowance which currently provides \$15.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner, or provide a meal of equivalent value. These amounts shall mirror the City's Per Diem as changed by any subsequent resolution.

ARTICLE 33. CLASS A OR B DRIVER'S LICENSE.

I. Designated Classifications

A. Employees in the following classifications may be required to hold a Class A or B Driver's License:

- Equipment Mechanic I/II
- Landscape Maintenance Worker
- Maintenance Worker I
- Parks Maintenance Worker
- Parks Trades Worker
- Parts Specialist
- Public Works Maintenance Worker
- Senior Equipment Mechanic
- Senior Landscape Maintenance Worker
- Senior Public Works Maintenance Worker
- Senior Traffic Maintenance Worker
- Traffic Maintenance Worker

II. Department of Transportation Regulations

A. Employees who are required to hold such a license or who perform repair and/or maintenance functions for vehicles/equipment that require the operator to hold a commercial driver's license are designated to occupy safety sensitive positions and will

be subject to the Department of Transportation regulations governing drivers of vehicles over 26,001 pounds gross weight.

III. Periodic Physical Examinations

A. Employees who are required to hold such a license must complete a periodic physical in accordance with Department of Motor Vehicles regulations. In order to meet this requirement, the employee may:

1. Request that the examination be completed by a City-designated physician, in which case, the City shall make the appointment for the employee. Employees will be allowed time off for the appointment during the work day without loss of pay or leave. The City will pay for the cost of the examination.

2. Request accrued sick or vacation leave in order to have the examination completed by a physician of his/her choice. Employees will use accrued vacation or sick leave for this absence from duty, or, if sufficient paid leave has not been accrued, the absence will be charged to leave without pay. The City will reimburse the employee for the cost of the examination not covered by the employee's medical plan up to a maximum equal to the City's cost for a City-designated physician.

IV. Reimbursement

A. The City will reimburse the employee for the costs for the original license. Renewals will be reimbursed, less the cost for a Class C license.

ARTICLE 34. TUITION REIMBURSEMENT.

I. Eligibility and Approval

A. Employees shall be eligible for tuition and related expense reimbursement for completing approved course work in an accredited college, school or university, or for completing approved adult education classes through an accredited high school. Adult education classes will be eligible for reimbursement only if directly related to the employee's job. Job-related extension courses or certificate programs offered through accredited colleges and universities are also eligible for reimbursement. To be eligible for reimbursement, the employee must submit, to the Department Head and to the Human Resources Manager for approval, an education plan and goal. The plan shall include at least the following:

1. A statement of the employee's career and training objective for the next two-year period;

2. A narrative description of the types of training and instruction the employee desires to receive;

3. A statement demonstrating how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

4. A statement demonstrating how such proposed training will increase the employee's proficiency.

B. The plan must be approved by both the Department Head and the Human Resources Manager prior to the employee enrolling in any course and before the employee can expect reimbursement.

II. Reimbursement

A. Upon completion of the course work, the employee must submit the following items to receive reimbursement:

1. Copy of grade report evidencing completion of the course work with a grade of C or better.

2. Itemized receipts showing items claimed for reimbursement.

3. Items qualifying for reimbursement include:

- a. Tuition (in-state only)
- b. Required textbooks
- c. Required supplies (based on a submitted copy of the instructor's list)
- d. Parking permits
- e. Other required fees

4. Items NOT qualifying for reimbursement include:

- a. Medical service fee
- b. Mileage
- c. Items not required by the instructor

5. The maximum amount eligible for reimbursement will be \$750.00 per calendar year. With the approval of the Department Head and the Human Resources Manager, an employee may apply the annual tuition reimbursement allowance to Certificate or Extension Programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Individual Improvement and Advancement Plan."

ARTICLE 35. TOOL ALLOWANCE

I. Each employee assigned to the classification of Senior Equipment Mechanic and Equipment Mechanic I/II (hereinafter referred to as "employee"), shall be eligible to receive a tool allowance payable each fiscal year upon the completion of his/her initial probationary period. When an employee completes the initial probationary period during a fiscal year, the annual amount shall be prorated accordingly, based on the number of days remaining in the fiscal year. The tool allowance shall be paid annually in the pay period following July 15th.

A. The tool allowance shall be \$450.00 effective July 15, 2005, and will increase by \$25.00 per year during the term of this agreement.

II. It is understood and agreed that the amount paid hereunder constitutes a reimbursement to employees for expenses actually and necessarily incurred in the purchase, upgrade, and maintenance of tools in order to perform their duties. Each employee shall maintain a set of adequate and appropriate mechanic's hand tools in accordance with the minimum tool requirements established by the City (See Appendix B). The tools will remain the property and are the responsibility of the employee.

A. An annual inventory of each mechanic's tools will be prepared by the employee, approved by the Fleet Operations Manager, and submitted to Human Resources by August 1 of each year.

B. Upon the purchase of new tools, it is the employee's responsibility to update the tool list, submit it to the Fleet Operations Manager for approval, and forward the approved list to Human Resources.

III. The City will reimburse employees for theft of their personally owned tools from City premises, subject to the following conditions:

A. All tools must be engraved with an identifiable mark, such as the employee's Social Security number or Driver's License number. Employees may engrave their tools on City time and may use a City-supplied engraving tool.

B. Reimbursement will be provided only in the event of theft of a mechanic's tool or tools.

C. Reimbursement will be made only if the employee has filed with the Human Resources Division in advance of the theft, an inventory describing in sufficient detail each tool for which reimbursement is claimed. The inventory must be signed by the Fleet Operations Manager to certify its correctness.

D. A Department Incident Report, a copy of a Police theft report, and a copy of the sales receipt must accompany the claim for reimbursement.

E. Reimbursement will be defined as the replacement value of a comparable quality tool(s) from the same manufacturer or a comparable manufacturer as determined by the manager and employee. A deductible of \$25.00 will apply to each incident.

IV. Catastrophic Loss

The City will reimburse employees for a loss of tools due to a catastrophic event such as fire or flood, or for the theft of their entire tool box as follows:

A. The City will file a claim with its insurer for the loss. The City will pay the \$1,000.00 deductible.

1. The claim will be processed using the inventory currently on file in the Human Resources Division.

B. When the claim has been processed and payment is received, the City will pay to the employee the entire proceeds of the insurance reimbursement plus \$975.00 (\$1,000.00 City deductible less \$25.00 employee deductible).

1. If the loss is incurred by more than one employee, the following policy will govern the reimbursement:

a. The proceeds from the insurance company will be divided among the employees proportionate to the value of their loss as determined by the insurance company.

b. The \$25.00 deductible will be assessed equally to all employees who incurred the loss. For example, if two employees suffer the loss, each will pay \$12.50.

c. The deductible paid by the City will be divided among the employees who suffered the loss proportionate to their loss (see IV.B.1.a. above).

C. The employee will be responsible for purchasing a set of adequate and appropriate mechanic's hand tools in accordance with the minimum tool requirements established by the City and listed in Appendix B of this document.

SECTION IV - LEAVES

ARTICLE 36. VACATION.

I. Policy

A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the City the level of staffing required to carry out its work program. An employee may not use vacation until he/she has satisfactorily completed six (6) months of probation.

II. Accrual and Use

A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. Full time employees will accrue vacation as follows:

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	12 (.0461538461 per hour)	200 hours
2	13 (.050 per hour)	200 hours
3	14 (.0538461538 per hour)	200 hours
4	15 (.0576923076 per hour)	200 hours
5	17 (.0653846153 per hour)	200 hours
10	20 (.0769230769 per hour)	220 hours
15	22 (.084615385 per hour)	240 hours
20	24 (.092307692 per hour)	280 hours

B. Vacation leave must be scheduled and approved in advance in accordance with the written procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive work days during a calendar year.

C. The Department Head shall approve, disapprove, or modify a vacation request within five (5) days of receipt of the request.

III. Cash Out

A. Excess hours accrued but not used by December 1 will be cashed out at the employee's base hourly rate and paid to the employee in the pay period following the pay period that includes December 1.

B. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

ARTICLE 37. HOLIDAYS.

I. Holiday Observance

A. During the term of this MOU, the City will recognize the holidays listed below. This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Holidays."

New Year's Day	January 1
Martin Luther King Day	Designated Monday
President's Day	Designated Monday
Memorial Day	Designated Monday
Independence Day	July 4
Labor Day	Designated Monday
Veteran's Day	November 11
Thanksgiving	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25
Floating Holiday	2

B. Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as the employee's last day of employment. The employee must be in paid status at least one full day after the holiday to qualify for holiday pay.

C. If a non-date specific holiday falls on an employee's regular day off, the employee will be granted another paid day off contiguous to the employee's days off within the same pay period.

II. Payment For Holiday Work

A. In the event that City operations require an employee to work on a scheduled holiday, the employee shall be paid at time and one-half for all hours worked on the holiday. The employee shall also receive eight hours of holiday pay or by mutual agreement may schedule an alternative day off in lieu of holiday pay.

III. Floating Holidays

Floating Holidays must be scheduled by the employee and approved by the supervisor at least forty-eight (48) hours in advance. Floating holidays must be taken in full day increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. To be eligible to take a floating holiday, an employee must have been employed in a regular full-time position for the six months immediately preceding the

requested holiday and currently be in paid status. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

Employees are responsible for using their two floating holidays before the end of each calendar year.

ARTICLE 38. BEREAVEMENT LEAVE.

I. Each employee will be eligible for up to three (3) working days of bereavement leave for purposes of bereavement following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two days shall be allowed to be charged to accrued sick leave.

A. Relatives Covered

Spouse (including common law)	Son
Father	Daughter
Mother	Sister
Father-in-law	Brother
Mother-in-law	Grandchildren
Grandfather	Grandmother

B. The following step/foster relationships are covered

Mother	Daughter
Father	Sister
Son	Brother
Grandfather	Grandmother

C. Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

II. Notification to City

The employee shall notify his/her supervisor not later than the beginning of the next work day of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave must commence not later than 24 hours following the notification to the City and must be taken consecutively with the exception of situations covered by Section IV below.

III. Limitation

The five-day limit will apply to all deaths that occur simultaneously.

IV. Funeral Leave

When the funeral/memorial services for the deceased relative are not scheduled immediately after the death, an employee is eligible to use up to eight (8) hours of the bereavement leave, as provided in Section I above, to attend funeral/memorial services for the relatives listed in Section I or up to 24 hours for funeral/memorial services held out of state. Proof of date and location of services must be provided by the employee to the employee's supervisor.

To be eligible, the funeral/memorial services must be held within forty-five (45) days following the death(s).

ARTICLE 39. FAMILY CARE AND MEDICAL LEAVE.

I. An employee shall be eligible to take leave for up to 12 weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his or her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA)(Title 29, Part 825, Code of Federal Regulations).

II. An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under Article 59, Layoff/Reduction in Force. Employees on extended family care and medical leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.

III. The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to the employee being capable of performing all of the essential functions of the job.

IV. The City may require the employee to utilize all accrued sick leave, vacation, CTO and floating holidays to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve 40 hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

A. "Extended Period" is defined as an absence of two (2) weeks or more.

B. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.

C. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

D. Accrued leave will be coordinated with Disability or Workers Comp Benefits in accordance with Article 42, Sections III & IV.

V. An employee will notify his/her supervisor that the employee is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 40. JURY DUTY.

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled “Jury Duty.”

ARTICLE 41. MILITARY LEAVE.

Military Leave benefits shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, Sections 394 and 395, which entitle any employee to receive full compensation for up to thirty (30) calendar days of active military duty each year. The City agrees to extend the period for continuation of pay and benefits from one month to twelve months.

For scheduled military training, a copy of the official order must be submitted to the employee’s supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee’s supervisor as soon as practical. Weekend drills are not covered under this section.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled “Employee Benefits and Miscellaneous Provisions.”

ARTICLE 42. SICK LEAVE.

I. Accrual and Cash Out

A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0461538461 multiplied by the actual number of hours in paid status, with the exception of overtime. Employees may not use sick leave until they have completed six (6) months of employment. This article supersedes that Section of the City of Rocklin Personnel Rules entitled "Sick Leave."

B. An employee may accrue an unlimited amount of sick leave for the purpose of conversion to service credit at retirement. Upon termination, there will be no payment made for accrued sick leave, unless the employee qualifies for the sick leave buyout under Article 55, Attendance Improvement Program.

II. Use of Sick Leave

Sick leave may be used in the event of one of the following circumstances:

A. Actual illness or injury of the employee;

B. The employee's exposure to a contagious disease;

C. Medical or dental appointments of employee and employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the employee's presence is required;

D. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). Immediate family is defined as the employee's mother, stepmother, father, stepfather, spouse, child, stepchild, or any person living in the employee's immediate household.

E. An employee may use sick leave to give blood for up to two (2) hours on four (4) occasions each calendar year. The maximum of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

F. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21025.2.

G. Employees who are off work for three (3) or more consecutive days due to a non-work related injury shall supply a medical release to the Human Resources Division signed by a physician stating that the employee may return to full or restricted duty. If returned to restricted duty, the release must be specific as to the nature of the

restrictions and the length of time, if known, that the restrictions are to remain in place. Return to work may be delayed until such time as the City determines that the physician-imposed restrictions allows return to the employee's regular position with or without reasonable accommodations or placement on a Modified/Alternative Duty Program.

III. Coordination of Sick Leave & Disability Benefits

Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related illness or injury shall be integrated as follows:

A. An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

1. If he/she has accumulated sick leave, be treated as on sick leave; and

2. Receive full salary, which shall be a combination of compensation from the City and SDI. Employee's must notify Human Resources of their intent to integrate and must deliver check(s) to Human Resources in a timely manner. The employee will then receive all compensation and leave accruals due and PERS service credit to the extent allowed by PERS. The use of SDI may affect service credit reported to PERS.

3. When sick leave benefits are exhausted he/she shall only receive SDI to the extent permitted by law.

4. During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of compensation bears to total compensation.

IV. Coordination of Sick Leave & Workers Compensation Benefits

An employee injured on duty who is receiving Workers Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III above.

V. Coordination of Accrued Vacation, Floating Holidays & Compensatory Time Off (CTO) With Disability, & Workers Compensation Benefits

A. An employee who is on leave due to either a work-related or non work-related injury or illness and whose sick leave is exhausted will continue to receive full salary, which shall be a combination of accrued vacation, floating holidays, and/or Compensatory Time Off and State Disability or Workers Compensation benefits.

B. When accrued leaves are exhausted, an employee shall be placed on leave without pay in accordance with Article 44 of this agreement.

ARTICLE 43. MATERNITY LEAVE.

I. Length of Leave Allowed

The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Govt. Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).

II. Use of Leave

The employee may use accrued vacation, floating holidays, and sick leave to cover the period of her disability leave which would otherwise be unpaid. Any accrued CTO must be exhausted before an employee may use vacation or sick leave, or before her unpaid leave begins.

A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.

B. An employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave.

1. The retained vacation leave may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

2. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

III. Extension of Leave

A. An employee may request to use family leave to extend her maternity leave as follows:

1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave under the terms and conditions of Article 39, Family Care and Medical Leave, and the California Family Rights Act (CFRA). Bonding Leave must be taken in increments of two (2) weeks or more.

2. An employee who has not recovered from the pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Govt. Code Section 12945 (b) (2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

B. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may

request an extension of her leave of absence for an additional ninety (90) days under the terms and condition of Article 44, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.

C. Except where specifically stated in this policy, Maternity leave will be governed by the terms and conditions of Article 44, Leave of Absence Without Pay.

ARTICLE 44. LEAVE OF ABSENCE WITHOUT PAY.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Leave of Absence Without Pay."

I. Leave of absence without pay may be granted to any employee with the approval of the City Manager or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not impair the effectiveness of the City.

A. To be eligible for a leave of absence for personal reasons, an employee must have received a satisfactory performance appraisal and no formal disciplinary actions in the 12 months prior to the request.

B. Terms and conditions of the leave shall be specified in writing.

II. Duration

Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence for the purposes specified in A. and B. above an additional ninety (90) days, if conditions warrant such an extension.

III. Revocation of Leave of Absence

A leave of absence may be revoked by the City Manager upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

IV. Reinstatement Upon Termination of Leave of Absence

A. Upon the expiration of a personal leave of absence or a non-work related injury or illness, the employee shall be reinstated to his/her former position, if available.

B. Upon the expiration of a leave of absence for a work-related injury or illness, the employee shall be reinstated to his/her former position, if available, or an equivalent position, if available. If neither the former position or an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified. The salary for the employee in the reassigned position will be established in accordance with Section III of Article 50, Reclassifications.

V. Non-Qualifying Service

Leave of absence shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

VI. Vacation/CTO Usage

All accrued vacation, floating holidays and Compensatory Time Off (CTO) must be used prior to the effective date of leave of absence without pay.

SECTION V - TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 45. HOURS OF WORK.

I. Workweek

A. The workweek for City employees shall begin at 12:01 AM on Saturday and end at 12:00 midnight on the following Friday. Regular full-time employees will be scheduled to work five (5) consecutive eight (8) hour days for a total of forty (40) hours per week. Depending upon operational needs of the department or division to which the employee is assigned, the hours of work may be scheduled during the day shift (between 6 a.m. to 6 p.m.) or the night shift (between 6 p.m. to 6 a.m.). Ordinarily, the work hours will be scheduled consecutively (8 a.m. - 5 p.m., for instance), Monday through Friday. Exceptions to the workweek can be established by the City, and assignments to the new schedule may be mutually agreed between individual employees and the City. However, if mutual agreement cannot be reached between the City and individual employees concerning the exception, the City shall assign the least senior qualified and available employee in the classification to the newly scheduled workweek. The City reserves the right to establish work schedules to meet its operational needs.

B. The City agrees that it shall not change an employee's shift solely for the reason of avoiding payment of overtime.

II. Meal Breaks and Rest Periods

A. Unpaid meal breaks will be scheduled approximately mid-point during the employee's work schedule and may be either 30 minutes or one hour in length, depending on the City's operational needs. Times for meal breaks will be established by the City.

B. All employees shall be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will not be

scheduled within one (1) hour of the beginning or the end of the workday or meal break and may not be accumulated into one extended break period.

III. Shift Changes

In the event the City intends to make a permanent change to an employee's assigned shift or work schedule, the City will provide the employee with written notice at least 30 calendar days in advance of the date of change. In the event the City intends to make a temporary change of 30 to 60 days, the City will provide the employee with notice at least ten (10) working days in advance of the date of change. The written timeline requirement can be waived if mutually agreed upon in writing by the affected employee(s) and the City.

ARTICLE 46. OFF-DUTY/OUTSIDE EMPLOYMENT.

I. No employee shall accept any employment during off-duty hours either within or outside the City unless the proposed employer provides general liability and Workers Compensation coverage and the employment will not create a conflict of interest nor be incompatible with the employment by the City.

II. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.

III. Any employee considering outside employment shall file a notice with his/her Department Head, who will coordinate with the Human Resources office for a determination concerning conflict of interest, incompatibility of employment, and insurance coverage. The City Manager's office shall render a decision within twenty-one (21) calendar days. Except for employees on regularly scheduled vacations, no employee shall work any more than twenty-four (24) hours per week on an off-duty job.

IV. Failure to follow the requirements of this Article 46 may result in disciplinary action up to and including discharge.

This article supersedes that Section of the City of Rocklin Personnel Rules entitled "Off Duty Employment."

ARTICLE 47. HOLIDAY FURLOUGHS.

The City may schedule a voluntary work furlough between the Christmas and New Years holidays each year. The establishment of such a furlough will be at the City's sole discretion.

A. Employees will be notified by April 1 of each year if and when the furlough is scheduled.

B. Holiday furlough forms shall be distributed to employees by October 1 of each year for employee responses as to whether or not they plan to participate in the furlough.

C. Supervisors will notify those employees who will be required to work during the furlough by November 1.

D. During the furlough period, employees may use the accrued CTO, floating holidays, accrued leave or they may take the time off without pay. The furlough will not affect health benefits and leaves and seniority will continue to accrue.

ARTICLE 48. JOB POSTING & CANDIDATE QUALIFICATIONS.

I. Posting

The Human Resources Division will post one notice on departmental bulletin boards for each vacancy in current or newly created positions. The posting period will be a minimum of three (3) work days. The City may advertise externally concurrently with the internal posting. Notice of job openings will be e-mailed to all unit employees on the City's e-mail distribution list. Inquiries regarding posted vacancies must be referred to the Human Resources Division.

II. Transfer Requests

In filling such vacancies, requests for lateral transfer will be given first consideration.

III. Internal Applicants

A. Employees in the Public Service bargaining unit who apply for the vacancy and meet the minimum qualifications will be invited to participate in the testing process with all other qualified candidates. Current employees will be given "extra" consideration during the testing process through the following means:

1. A bonus of five per cent (5%) of the total points available in the written exam (if any) will be added to their total score to determine their pass or fail status; and

2. A bonus of five per cent (5%) of the total points available in the oral board portion of the testing process will be added to their total score to determine their pass or fail status.

B. An employee who fails to meet minimum standards in any portion of the selection process will be so notified in writing by the Human Resources Division.

IV. Voluntary Demotions

A. An employee who wishes to take a voluntary demotion to a vacant position may request such action in writing to the Human Resources Division. That employee will be certified as eligible to the elected class if he/she meets the minimum qualifications and the demotion is within the class series the employee currently occupies. When these criteria are met, the employee will be considered for a vacant position along with those certified as eligible on the current eligibility list. If the employee is selected for the vacancy and has not previously served a successful probationary period in the classification, he/she will be required to successfully complete a six (6) month probationary period.

B. If an employee wishes to take a voluntary demotion to a vacant position outside the class series he/she currently occupies, he/she must compete successfully in the application and examination process.

ARTICLE 49. NEW CLASSIFICATIONS.

When the City establishes a new classification which is assigned to the Public Service Employees bargaining unit, the City will meet and confer with the Union concerning the appropriate salary for the classification.

Once an agreement has been reached, both parties shall sign and date the final version.

ARTICLE 50. RECLASSIFICATIONS.

I. Policy

A. Reclassification is defined as a change in the class of an individual by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on the basis of significant changes in kind, difficulty, or responsibility of the work performed in the position. In no circumstance shall reclassification be used to reduce salary levels unless significant changes in kind, difficulty, or responsibility of the work performed provide the basis for such action.

B. Reclassification actions will be governed by the provisions of this Article and the City of Rocklin Personnel Rules. All reclassification actions are subject to the approval of the City Manager.

C. When the City assigns duties to a position which causes material changes to duties and responsibilities of that position, the Human Resources Manager shall recommend the allocation of the position to a more appropriate class.

1. Duties voluntarily assumed by an employee may not be cause for reclassification.

2. If the reclassification occurs because of a reorganization of a department/division, rather than the gradual accretion of assigned duties, incumbents may

or may not be reclassified with their positions based on their qualifications, City needs, and the recommendation of the appropriate Department/Division Head, in coordination with the Human Resources Manager, and the approval of the City Manager.

II. Request for Reclassification

A. An employee holding a regular position may request a classification review for the purposes of reclassification in January of each year. Such request will be reviewed by the Human Resources Division and the Department Head to determine if a classification review is warranted. The City shall notify the Union when a reclassification request has been made or when a study is to be performed. The City may elect to perform a classification review of certain classes or positions, whether or not such review is requested by an employee. There will be no reclassification studies performed during calendar year 2006.

B. The Human Resources Manager will acknowledge the request in writing within 30 calendar days of receipt of the request. If a classification review is warranted, a schedule will be established and the employee will be notified. Once the review begins, the City will make every reasonable effort to complete the review within 90 days. Employees will be kept informed of the status of the review as it progresses.

III. Salary Determination

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Reclassification to Same Salary Range

If the position is reclassified to a class with the same salary range as the previous class, the salary rate and the City-wide seniority date and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

B. Reclassification to Higher Salary Range

If the position is reclassified to a class with a higher salary range than the previous class, then the salary rate of such employee(s) shall be set at the salary step in the higher class which equals or exceeds 105% of the employee's current base salary. If the increase would place the employee above the top of the appropriate salary range, the employee will be placed at the top of the new salary range.

C. Reclassification to Lower Salary Range

If the position is reclassified to a class with a lower salary range than the previous class, the employee's salary shall be adjusted as follows:

1. If the employee has 20 or more years of service with the City at the time the reclassification occurs, and the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y" rated until general cost of living increases, equity adjustments, or other salary range adjustments result in the "Y" rate being incorporated into the lower salary range.

2. If the employee has less than 20 years of service with the City at the time the reclassification occurs, and the employee's salary is more than 10% greater than the maximum step of the lower salary range, the following will occur:

a. The employee will be assigned to the lower salary range.

b. The employee's salary will be reduced by an amount equal to the difference between the top steps of both salary ranges plus 10% of the employee's original salary. For example: if the difference is 13%, the employee's salary will be reduced 3% and then "Y" rated $(-13\% + 10\% = -3\%)$; and

c. The employee's salary will be "Y" rated at the new level until general cost of living increases, equity adjustments, or other salary range adjustments in the lower salary range result in the "Y" rate being incorporated into the lower salary range.

3. If an employee has less than 20 years of service when the reclassification occurs, and placement on the lower salary range would result in a salary reduction of 10% or less, the employee will be "Y" rated at his/her current salary until general cost of living increases, equity adjustments, or other salary range adjustments in the lower salary range result in the "Y" rate being incorporated into the lower salary range.

4. If placement on the lower salary range does not result in a salary reduction, the employee will be placed at the appropriate step in the lower salary range, and the employee will be eligible for merit and cost of living increases as appropriate.

IV. General Provisions

A. Reclassifications shall be effective on the first day of the month immediately following the date of the approved reclassification.

B. A reclassified employee shall not be required to serve a new probationary period and his/her City-wide seniority date shall not change. The salary anniversary date for an employee reclassified to a position in a higher salary range shall be changed to the effective date of the reclassification. The salary anniversary date for an employee reclassified to a position in a lower salary range shall not change.

C. An employee whose salary is "Y" rated will not be eligible for cost of living or merit increases until general cost of living increases, equity adjustments or other

salary range adjustments result in the "Y" rate being incorporated into the employee's salary range.

ARTICLE 51. EMPLOYEE PERSONNEL RECORDS.

I. Official Personnel File

A. The City shall maintain a file that will contain all official records and documents pertinent to the employment status and history of each employee. The confidential information in personnel files will not be revealed to outside sources except as required by law, or with the written consent of the employee.

B. An employee shall be given a copy of any written materials concerning his/her performance or conduct prior to its placement into the employee's personnel file. An employee's signature on any such document or materials will not necessarily indicate the employee's agreement with the contents of the document/materials, but it will indicate that the employee has had an opportunity to review the document/materials.

C. Employees may submit a written response or rebuttal to any statement or evaluation to be placed in the personnel file. Such response or rebuttal must be received by the employee's supervisor within ten days of his/her receipt of the document/materials. The employee response shall remain a part of the employee's personnel records for the same duration as the document/materials to which it refers.

II. File Review

A. Upon proper request, an employee, the employee's immediate supervisor, the appropriate Department Head or Division Manager, or (with the written consent of the employee) his/her Union representative may inspect the employee's personnel file during the normal working hours of the Human Resources Division. Such permission shall not be unreasonably withheld.

B. Upon request, an employee or (with an employee's written authorization) his/her union representative shall be given a copy of any written material which is part of his/her personnel record.

C. The Human Resources Manager will also provide access to the file for appropriate individuals conducting business necessary for the proper administration of City affairs.

ARTICLE 52. EMPLOYEE PERFORMANCE EVALUATIONS.

I. The City shall conduct employee performance evaluations on City-issued evaluation forms which may include a narrative attachment. If the evaluation has not been completed within 30 days past the due date, any merit increase due the employee will be paid in the following pay period. No disciplinary action will be taken against an

employee based on any issues raised in a performance evaluation if such issues occurred more than 365 days prior to the date the employee received the evaluation.

II. Probationary Evaluations

An employee shall receive no less than three (3) performance evaluations during the twelve (12) month initial probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals. Probationary periods may be extended in accordance with Article 6 of this Agreement.

III. Employee Rights

A. Any employee has the right to file a written statement to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the reviewer within five (5) working days of receiving the evaluation.

B. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:

1. File a rebuttal statement with the reviewer for attachment to the performance evaluation; and,

2. Informally appeal the evaluation to the supervisor of the reviewer.

a. Once the informal appeal has been filed and a decision rendered, no further appeal is available to the employee.

ARTICLE 53. PAYROLL ERRORS.

I. Policy

A. When an error has been made in an employee's compensation, including base salary, overtime, leave usage/accruals, premium pay, or payroll deductions, the City shall make the appropriate adjustments to correct the error. Employees shall be notified of the adjustments in writing.

B. For purposes of this section, "overpayment" means any amount of compensation as defined above that has been overpaid or over credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors. Similarly, "underpayment" means any amount of compensation as defined above that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.

II. Overpayment

A. In the case of overpayment, the employee's compensation shall be immediately adjusted to the correct amount and reimbursement of the overpayment shall be mutually agreed upon between the City and the employee. The employee shall not be responsible for an overpayment error which goes beyond four (4) years prior to the discovery of the overpayment.

III. Underpayment

A. In the case of an underpayment, the employee's compensation shall be immediately adjusted to the corrected amount, and the City shall reimburse the employee promptly consistent with an orderly conduct of affairs. The City will not be responsible for an underpayment error which goes beyond four (4) years prior to the discovery of the underpayment.

ARTICLE 54. CITIZENS COMPLAINTS.

The City will investigate all citizen's complaints, whether written or verbal, anonymous or identified. If the City determines that the complaint has merit and disciplinary action is indicated, such action will be taken in accordance with Article 57, Discipline.

ARTICLE 55. ATTENDANCE IMPROVEMENT PROGRAM.

I. Purpose

To establish the City's expectations concerning employee job attendance; to communicate clearly those expectations to employees; to ensure maximum and reasonable job attendance; to provide timelines and procedures for correcting past behavior; and to communicate the consequences of not meeting the standards established through this program.

II. Premise

Punctual and consistent attendance is a condition of employment. It is the employee's responsibility to be at work as scheduled, to arrange his/her personal schedule to meet established working hours, and to notify his/her supervisor as early as possible if he/she expects to be absent or tardy. Frequent absence or tardiness may be cause for disciplinary action.

III. Sick Leave

A. The sick leave program is designed to provide employees with two benefits: (1) Available paid leave for a reasonable amount of short term illnesses; and (2) A savings bank of time to ensure available paid leave for long term illnesses. Sick leave should not be viewed as an entitlement, but as a privilege of paid time away from work duties in the event of one of the following circumstances:

1. Actual illness or injury of the employee;
2. The employee's exposure to a contagious disease;
3. Medical or dental appointments of employee or employee's immediate family members when such appointments cannot be arranged during off-duty hours, and the employee's presence is required;
4. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). Immediate family is defined as the employee's mother, stepmother, father, stepfather, spouse, child, stepchild or any person living in the employee's immediate household.

IV. Vacation Leave

Vacation leave should not be used routinely to supplement sick leave for short term illnesses. Use of vacation leave in this manner may be considered an abuse (or excessive use) of leave. In the case of an extended illness or disability, however, vacation leave may legitimately be used to extend an employee's time in full paid status.

V. Excessive Use of Leave

A. Excessive use of leave is undesirable because it affects not only City operations, but also the way in which other employees are able to do their jobs. If an employee is abusing sick leave or is using leave excessively under the definitions of this article, that employee may be subject to disciplinary action. The determination of the appropriate course of action in individual situations will be evaluated on a case by case basis.

B. In order to ensure that leave is being used for its intended purpose, all employees in the Public Service Unit will be monitored to ensure their leave use is not excessive. Excessive usage is defined as follows:

1. Where an employee routinely uses sick leave in connection with the day before or after a holiday, or the first or last day of a workweek.
2. Where an employee routinely uses vacation leave on a sporadic or unplanned basis to supplement sick leave. This section would not apply to employees who have depleted their accrued sick leave due to a long-term personal illness, disability, FMLA, CFRA, or Kin Care leave.
3. Where an employee who has been employed on a full-time basis for one year or more routinely has less than 40 hours in his/her accrued sick leave due to personal sick leave usage.

4. Where a permanent employee has a pay deduction for absence without leave on two (2) or more separate occasions in a calendar year, not including the holiday furlough. This section would not apply to employees who have depleted their accrued paid leaves due to a long-term personal illness, disability, FMLA, CFRA, or Kin Care leave.

VI. General Rules for Attendance and Leave

A. Any employee who is unable to report for work or who will be delayed should notify his/her immediate supervisor within fifteen (15) minutes of the regularly scheduled starting time or, in an emergency situation, as soon as practical.

B. Each supervisor will maintain attendance records on employees.

C. Reprimands for attendance will become a part of the employee's record and maintained in his/her personnel file. Such reprimands will be removed from the file three years after the date of occurrence if no subsequent related reprimands occur.

D. Each department or division, in coordination with the Human Resources Manager, may establish attendance reporting and scheduling rules and procedures specific to its operational needs which would be supplemental to this Article once approved by the Union.

VII. Corrective Action

A. Employees who demonstrate attendance problems shall be disciplined in accordance with Article 57, Discipline.

B. Employees who demonstrate attendance problems may be required to furnish reasonable acceptable medical verification, which may require a doctor's certificate to verify an office visit and to provide a diagnosis.

C. Continued abuse of leave or excessive use of sick leave constitutes grounds for disciplinary action, up to and including dismissal.

VIII. Exceptions

This program is not intended for those City employees who have been identified as having chronic medical problems that may result in numerous absences from their jobs through no fault of their own. An employee with an immediate family member (as defined in III.A.4 above) who has been diagnosed with a developmental disability and who requires assistance with daily living may also be excepted from this program. These cases will be evaluated on a case-by-case basis as to the appropriate City action, if any.

IX. General Provisions

A. Employees found to have claimed sick leave fraudulently will be disciplined in accordance with Article 57, Discipline, and may be subject to immediate dismissal.

B. In order to ensure that the City's expectations and standards are clearly understood and achievable, new employees will be informed of the provisions and applications of this section.

X. Employee Incentives

A. Upon Termination

1. Upon separation in good standing for any reason other than service or disability retirement, and after completing five years of employment, an employee will be paid 20% of his/her accrued sick leave in excess of 200 hours.

ARTICLE 56. GRIEVANCE PROCEDURE.

I. Purpose

A. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This article replaces that Section of the City of Rocklin Personnel Rules entitled "Grievance Procedures."

B. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

II. Definitions

A. Grievance. A grievance is a claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.

B. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

C. Day. Day shall mean a day the City Manager's office is open for business.

D. Supervisor. The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

III. Procedure

Step 1. Informal Level.

Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give an answer to the employee.

Step 2. Formal Levels.

Level 1. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer file a formal written grievance to the next level of supervision in the department which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievances shall be signed and dated by the grievant(s). The supervisor shall, within five (5) days thereafter give a written answer to the grievant.

- a. Upon completion of Level 1, an employee whose immediate supervisor is a department head will be deemed to have completed Step 2 and be eligible to proceed to Step 3.

Level 2. If the grievant is not satisfied with the written answer from the supervisor, the grievant may within ten (10) days from the receipt of such answer file a written appeal to the Department Head. Within ten (10) days of receipt of the written appeal, the Department Head shall complete an investigation of the grievance, which shall include a meeting with the concerned parties, and give a written answer to the grievant within ten (10) days.

Level 3. If the grievant is not satisfied with the written response from the Department Head at Level 2, the grievant may, within five (5) days from the receipt of such answer file a written appeal to the Director of Administrative Services. Within ten (10) days of receipt of the written appeal, the Director of Administrative Services or his/her designee, shall schedule a meeting with the concerned parties, and give a written answer to the grievant within ten (10) days following conclusion of the meeting.

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, Level 3, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within five (5) days of the receipt of the Department Head's written reply. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation

and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Rocklin Public Service Employees Association (AFSCME), or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager and appealing party. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

IV. General Provisions

A. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources Manager. This notice must be received by the Human Resources Manager within ten days of the employee's receipt of the most recent decision.

B. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed unless the grievant has notified the City that he/she is withdrawing the grievance in accordance with IV.A. above.

C. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher level.

D. The grievant may be represented by a person of his/her choice at any formal level of this procedure. The employee concerned shall be personally present at all stages of the grievance.

E. Designated Union Stewards or Representatives shall be allowed reasonable time to investigate any allegations of violations of this agreement. Reasonable time is defined as two hours; however, upon approval of the Human Resources Manager, additional time may be granted.

F. Time limits and formal levels may be waived by mutual written consent of the parties.

G. Notice is deemed given by deposit in the US. Mail, postage paid, to the last known address of the addressee, or by personal delivery.

H. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

I. Costs associated with the services provided by the arbitrator shall be shared equally by the City and the grievant.

J. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

K. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City management personnel records of grievance complaints and supporting documents shall be maintained in the Human Resources office separately from the employee's personnel files.

L. At all stages in the formal process, a written appeal must contain (1) the original written grievance, (2) the supervisor's response, and (3) a statement explaining why the grievant is not satisfied with the response.

M. The City will provide the Public Service Unit President with a copy of each grievance filed at its initial stage.

ARTICLE 57. DISCIPLINE.

I. Discipline Process

A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for one or more violations of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Dismissal, Demotion, or Suspension."

B. Discipline may be initiated for various reasons, including but not limited to violations of City work rules, insubordination, or poor job performance. The severity

of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

C. The normal progressive discipline procedure consists of:

1. Verbal Counseling. An opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

2. Verbal Warning. To communicate to the employee that a repeat action may result in more serious discipline. This action is not appealable.

3. Written Reprimand. A written communication to the employee that the same or related offense has been committed. A copy of this reprimand is given to the employee, to the Union, and one copy is filed in the employee's personnel file. This action is not appealable.

4. Second Written Reprimand, Suspension Without Pay, Demotion, or Reduction in Pay. Prepared in writing reflecting prior disciplinary actions; a copy is given to the employee, to the Union, and a copy is kept in the employee's personnel file. Written reprimands are not appealable.

5. Dismissal. The final step in the disciplinary process.

D. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

E. An employee serving an initial probationary period may be dismissed without application of the disciplinary process and with no rights of appeal.

II. Imposition of Discipline

A. Reprimands. The Department Head and the City's Human Resources Manager must be informed of the disciplinary problem prior to the issuance of the first written reprimand. Recommendations for the issuance of a written reprimand will be made by the employee's immediate supervisor to the first level of management in the chain of command, who will issue the reprimand if warranted. Further steps in the disciplinary process will not be taken without the approval of the Department Head and the Human Resources Manager. Written Reprimands and verbal warnings are not subject to pre disciplinary meeting or appeal procedures.

B. Short-Term Suspension. A suspension without pay for four days or less may be imposed by the Department Head, with the approval of the Human Resources

Manager, for disciplinary purposes, without application of pre disciplinary procedures. The employee's opportunity to respond to the charges will be accomplished at the time the suspension is imposed or an employee may, within seven (7) days of his/her receipt of notice of discipline, request a response meeting. Short term suspensions may be appealed as designated below.

Step 1 The disciplined employee may within ten (10) days from the imposition of discipline file a written appeal to the Director of Administrative Services. Within ten (10) days of receipt of the written appeal, the Director of Administrative Services shall convene a meeting with the concerned parties, and give a written answer to the employee within ten (10) day following conclusion of the meeting.

Step 2 If the employee is not satisfied with the Step 1 response, the employee may submit the dispute to advisory arbitration following the procedure in section IV of this Article.

C. Suspension, Reduction-in-Pay, Demotion. Subject to the Predisciplinary Procedures hereinafter specified, the Director of Administrative Services may:

1. Impose a suspension without pay for five working days or more upon an employee when, in his/her judgment, such action is deemed appropriate discipline and will best serve the interests of the City. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.

2. Place an employee at a lower salary step in the employee's current range when such action is deemed appropriate discipline and will best serve the interests of the City.

3. Demote an employee to a position in a lower class with an appropriate reduction in pay for reasons including but not limited to unsatisfactory performance.

D. Dismissal. Subject to the Predisciplinary Procedures hereinafter specified, only the City Manager may dismiss for cause any non-probationary employee.

III. Predisciplinary Procedures (Skelly Process)

A. Prior to imposing a suspension of five days or more, a reduction-in-pay, demotion, or dismissal, the City shall first provide the employee with a written specification of reasons for the proposed action. The statement shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a pre-action response meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be made to the Human Resources Manager on or before seven (7) days after the notice of intended action is delivered to the employee. For purposes of this article, "delivery" is defined as either personal delivery to the employee or the placing of the notice in the United States Mail. Unless otherwise specified in this Article, "day" shall mean a day the City Manager's Office is open for business.

B. Upon receipt of the employee's request, the Human Resources Manager shall notify the employee of the time and place for the response meeting to be held. Such meeting will be held within ten (10) days after receipt of the request therefore. The employee shall be entitled to be present at the meeting together with a designated representative. Pre-action response meetings are to be conducted by the appropriate City official informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The final decision on discipline shall be rendered within ten (10) days after conclusion of the meeting, and shall be final unless timely appealed by the employee.

C. The appropriate City official is the City official authorized to impose the discipline unless that official was involved in the underlying cause of the discipline in such a manner as to impair the official's impartiality. In such cases, the City Manager shall designate another City official to conduct the meeting.

IV. Appeal Process for Suspensions of Five Days or More, Demotion, or Reduction-in-Pay

A. An employee subject to short-term suspension, suspension, demotion, or reduction-in-pay imposed after the pre disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Arbitration with the Human Resources Manager. The appeal shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The request must be received by the Human Resources Manager within ten (10) days after the employee received the written statement of disciplinary action.

B. Within thirty (30) days of filing the Notice of Request for Advisory Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party

striking the first name. The appealing party shall notify the SMCS of the arbitrator scheduled.

C. The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Rocklin Public Service Employees (AFSCME), or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

D. The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager and appealing party. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

V. Appeal Process For Dismissal

A. An employee dismissed by the City Manager after the Predisciplinary meeting may request reconsideration of such action by filing a Notice of Request for Advisory Arbitration to the City Manager. The request shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The Advisory Arbitration shall be conducted in accordance with paragraphs IV.B., C., and D. above.

B. Costs for the Advisory Arbitrator will be shared equally between the City and the Appellant.

ARTICLE 58. DRUG-FREE WORKPLACE POLICY.

It is understood that the required D.O.T. testing policy for safety-sensitive positions is integrated into this drug-free workplace policy.

I. Purpose

A. It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as

themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

B. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

C. This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to eliminate the use or possession of alcohol, illegal drugs, misuse of prescription drugs, or any other substance which could impair an employee's ability to safely and effectively perform the functions of the job and any other substance abuse which increases the potential for accidents, absenteeism, and/or substandard performance, or damage to the City's reputation.

D. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

E. In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

II. Policy

A. It is the City's policy that no employee shall:

1. Report to work under the influence of alcohol or drugs;
2. Be under the influence of alcohol or drugs while subject to duty;
3. Possess drugs or alcohol while on duty or in uniform;
4. Sell, distribute, or provide alcohol and/or drugs to any employee or person while on duty or while subject to duty;
5. Have their ability to work impaired as a result of the use of alcohol or drugs.

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B. In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in A. - E. above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers."

C. Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

D. The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and Federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing the employee is notified or if the employee is present or if the employee gives consent.

E. When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers shall be conducted by Department Heads or Mid-Managers.

F. The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

G. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

H. Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, or briefcase.

I. Refusal to submit immediately to an alcohol and/or drug analysis when requested by City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

J. Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be detained for a reasonable time until the employee can be safely transported home.

K. The City is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled or handicapped under Federal and/or state law.

L. The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

M. Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

N. The City shall notify Federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

O. The City shall establish and maintain a drug-free awareness program to inform City employees about:

1. The dangers of substance abuse in the workplace.
2. The City's policy of maintaining a substance abuse-free workplace.
3. The availability of substance abuse counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

III. Application

A. This policy applies to all employees in the Public Service Employees' bargaining unit. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

B. In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in this MOU.

IV. Employee Responsibility

An employee must:

A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

B. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or not on compensated-on-call, may be on City public property without being subject to this provision.

C. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee is on duty and/or on City grounds, or subject to being called for duty.

D. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

E. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs which may interfere with the safe and effective performance of duties or operation of City equipment.

F. Provide, within 24 hours of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

G. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such conviction.

V. Management Responsibilities And Guidelines

A. Supervisory employees are responsible for reasonable enforcement of this policy.

B. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated-on-call. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;

2. Alcohol odor on breath;
3. Unsteady walking and movement;
4. Physical altercation;
5. Verbal altercation;
6. Unusual behavior;
7. Possession of alcohol or drugs or drug paraphernalia;
8. Difficulty responding to simple questions such as time of day, location, etc.;
9. Difficulty performing simple tasks such as counting, touching nose, etc.;
10. An accident involving motorized equipment.

C. If the employee does not report directly to the supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol on the job or on compensated-on-call, he/she shall consult with the employee's immediate supervisor, or another supervisor when the immediate supervisor is unavailable, prior to requesting a drug and/or alcohol test. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

D. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of the City's Alcohol and Drug Policy. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

E. No supervisory employee shall request an employee to submit to a drug and/or alcohol analysis until they have successfully completed a drug and alcohol awareness training program.

VI. Physical Examination And Procedure

A. The drug and/or alcohol analysis may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its

derivatives, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

B. The laboratory will screen urine samples with the EMIT procedure. Gas chromatography/mass spectrophotometry (GC/MS) will be used for confirming positives found in the screening process. If a more effective screening process is developed during the term of this MOU, the City may elect to use the alternative methodology.

C. After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

D. The drug and/or alcohol test will be administered by a facility which is licensed and certified by the California Department of Health Services, Laboratory Field Service and comply with the scientific and technical guidelines for Federal Drug Testing Programs and the standards of the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services.

E. The City shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process to its final disposition.

F. Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for Federal agencies.

VII. Employee Rights

A. Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

B. The sample collection process shall include the opportunity for the employee to provide information to the technician securing the sample about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

C. The employee shall receive a full copy of any confirmed positive test results.

D. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the

employee's choice. If the retested sample proves to be negative and in conflict with the first test, the City shall reimburse the employee for all costs associated with retesting of the sample.

VIII. Results Of Drug And/Or Alcohol Analysis

A. Pre-employment Physicals

1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

B. Existing Employees, Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

2. If the drug screen is positive, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

3. If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

IX. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

ARTICLE 59. LAYOFF/REDUCTION IN FORCE.

I. The City may undertake a reduction in force for any or all of the following reasons: Lack of work; lack of funds, a material change in duties or organization; in the interests of economy; or for other good cause. The need to reduce the City's work force, or to alter or change its staff organization plan, or to discontinue any program or programs is within the sole and exclusive discretion of the City. The City Manager shall consider implementation of alternate cost saving measures prior to implementing a layoff. This Article replaces that Section of the City Personnel Rules entitled "Reduction in Force."

II. Seniority

A. Whenever it is necessary to reduce the number of employees, layoffs shall be made in accordance with the relative seniority of the employee in the class of layoff. Layoff shall be by inverse seniority.

B. Seniority will be determined by length of continuous service in the affected classification. Continuous service means the employee's total continuous service since date of appointment to a regular or "career" position in the classification without break or interruption. Approved leaves taken in accordance with FMLA/CFRA regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Employees will lose seniority as a result of the following:

1. Voluntary termination
2. Retirement
3. Involuntary termination
4. Layoff exceeding twelve (12) months

5. Failure to respond to a re-employment notice, or refusal of a re-employment offer

6. Failure to report to work from a layoff within the time limits prescribed by this article

7. Failure to return from military leave within the time limits prescribed by law

C. Absence from duty for reasons other than an approved FMLA/CFRA leave or a layoff of less than one (1) year will constitute a break in service for which no service credit will be earned. In the event of a tie in seniority, date of application, and choice by lot shall be used in that order to break the tie.

III. Layoffs

A. Layoffs shall occur in the following order:

1. Temporary Employees
2. Part-time Probationary Employees
3. Full-time Probationary Employees
4. Part-time Permanent Employees
5. Full-time Permanent Employees

B. The City agrees to meet and confer with the Union if the City imposes a layoff. Employees who are pending layoff status shall be notified in writing fourteen (14) calendar days in advance of the effective date of the layoff. The City shall notify the Union of pending layoffs prior to the distribution of notices to the affected employees. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

IV. Bumping Rights

A. Employees notified of pending layoff shall have bumping rights to lower classes within the family series in which they are currently employed and for which they possess the necessary qualifications; or to other classes which they previously occupied and for which they possess the necessary qualifications; however, no employee shall retreat to a class for which he or she does not possess the minimum qualifications. In order to bump, the laid off employee must have more total City seniority than at least one of the incumbents in the lower or former class. Seniority, for bumping purposes, shall be based on total City seniority.

B. "Total City Seniority" shall mean an employee's length of employment measured from the most recent date of employment or re-employment in a regular or "career" position. For purposes of calculating seniority, time spent in temporary status or through funding such as GAIN or CETA prior to appointment to a regular position will not be included.

C. In order to bump into a former class or lower class, an employee must request displacement action in writing to the Human Resources Manager within five (5) working days of receipt of notice of layoff.

1. Employees retreating to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.

2. Employees retreating to a lower class shall serve a probationary employment period in the new class unless they have previously successfully completed a probationary employment period in that class.

3. A part-time employee shall not displace a full-time regular employee except where bumping to a full-time position previously occupied by such employee.

V. Reemployment

A. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twelve (12) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the re-employment list is exhausted.

B. Laid off employees who are offered and refuse re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

SECTION VI – UNION RIGHTS

ARTICLE 60. DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP.

I. Dues Deduction

A. Upon receipt of a written request and authorization from an employee for deduction of Union dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employees and remit the withholdings to the Union.

B. Upon return from leaves of absence, the City shall reinstate the payroll deduction of Union dues of those employees who are on dues check-off immediately prior to taking leave.

II. Union Membership

A. Union membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is a Union member on the date this agreement is ratified by the Union membership, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for a minimum of three years or until January 31, 2008.

B. Every employee who is a member of the Union shall have the right to withdraw during the period thirty (30) calendar days prior to the expiration date of this agreement. A non-supervisory employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section, but shall still pay a Fair Share Fee under the provisions of Section III of this Article.

III. Fair Share Fees

Represented employees who are not members of the Union will be required to pay a fair share fee to the Union to offset Union costs for representation, excluding political action fees. The Union will determine the amount of the fair share fee and will notify the Human Resources office of the amount. No employee will be required to join the Union. Employees with a religious exemption may designate their fair share fee to be donated to a charitable organization. Such organization must be a non-religious, non-labor organization charitable fund exempt from taxation under the Internal Revenue Code, approved by the State Board of Control. Either the Union or the City may require that proof of such a charitable organization be provided annually to the employer as a condition of continued exemption.

A. Condition of Employment

All non-exempt employees in the unit shall, as a condition of continued employment, either:

1. Become a member of the Union; or
2. Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
3. (a) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
(b) Pay a sum equal to the agency fee to a non-religious, non-labor, charitable fund chosen by the employee. The employee shall furnish written proof to the City and the Union that this contribution has been made.

B. Compliance Procedure.

1. When a new employee is hired into the unit, Human Resources will notify the Union within 2 (two) pay periods of their employment. Human Resources will provide the Union with the new employee's name, address and job title.
2. The Union will contact the employee following notification by the City. The Union will notify the employee, in writing, of their rights and responsibilities regarding the payment of fair share fees/Union dues.
3. If the employee fails to respond within thirty (30) days of receipt of Union's first letter, the Union will send a second notice, certified return receipt requested. The notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the fair share service fee, specifying the amount of the delinquency and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that the employee be terminated. The Union will also send a copy of the non-compliance letter to the Human Resources Division advising them of the employee's non-compliance with the agreement.

IV. New Employee Orientation

A Union representative will explain to new employees their rights and responsibilities with regard to Union representation at a monthly orientation meeting for new employees.

The meeting will be scheduled by Human Resources, and the Union president will be notified of the time and date. Release time for this meeting will not exceed 30 minutes plus travel time, if necessary.

V. Bargaining Unit List:

A. The Union shall have the right to request, on a quarterly basis, a bargaining unit list containing name, home address, telephone number, social security number, date of hire, classification, work location, etc.

ARTICLE 61. UNION REPRESENTATION AND UNION STEWARD.

The City recognizes and agrees to deal with employees who are properly identified as Union Stewards and Representatives in all matters relating to grievances and interpretation of this Agreement. A properly identified Union Steward or Representative may represent any bargaining unit employee, but the Union will take all reasonable steps to ensure that the same Steward or Representative represents the bargaining unit employee in all meetings concerning a particular matter.

A written list of officers of the Union, who are designated as the Union's representatives, and the Union Stewards with the specific areas they represent shall be furnished to the City immediately after their designation. The Union shall notify the City promptly in writing of any changes of such Union officers or stewards.

ARTICLE 62. UNION TIME.

The City shall allow a maximum of eight (8) hours per month to the Union President or his/her designee for the purpose of conducting Union business. Time spent on union business will be recorded on the employee's timesheet. The Union president or his/her designee (who is requesting the release time) shall submit a written request to the first-level supervisor in his/her department who is not part of the bargaining unit, at least twenty-four (24) hours prior to the use of said time. A copy of the approved request will be forwarded to the Human Resources Manager. Hours not used in a given month may be accumulated to a total never to exceed twenty-four (24) hours.

Union time may be used for, but not limited to, attending union meetings, training, and conducting union business. It is not intended for meet and confer issues or grievances.

ARTICLE 63. USE OF CITY FACILITIES.

Upon request, the City may permit the Union to use facilities to meet with employees. Use of City meeting facilities requires reasonable advance written notice to the Director of Administrative Services and is subject to the availability of space. Union meetings with employees will be held outside normal work hours. Requests for use of City facilities for this purpose will not be unreasonably denied.

ARTICLE 64. BULLETIN BOARDS.

I. Posting

A. The City will furnish reasonable bulletin board space at all work locations/jobsites for the exclusive use of the Union. The bulletin board shall be used by the Union only for posting the following types of notices:

1. Union news bulletins and meeting notices;
2. Union election materials
3. Union appointments and results of union elections
4. List of current Union Officers and Stewards
5. Union recreational and social activities

B. Any other materials must be reviewed and approved for posting by the Human Resources Manager or his/her designee prior to posting.

C. The Union shall be responsible for maintaining the bulletin board designated for use by the Union in an orderly condition and shall promptly remove outdated materials.

D. Bulletin boards are for the sole purpose of such notices as are listed above. The Union agrees that the City has a responsibility to maintain a workplace free from discrimination or harassment in accordance with federal and state fair employment laws and agrees to immediately comply with the City's request to remove any posted materials which may be in conflict with the City's employment policies.

E. The Union agrees to monitor the designated bulletin boards on a regular basis to ensure compliance with this article.

ARTICLE 65. ADVANCE NOTICE.

The City shall give reasonable written notice to the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation to include job specifications proposed to be adopted by the City and shall give the Union the opportunity to meet and confer.

SECTION VII – MISCELLANEOUS PROVISIONS

ARTICLE 66. CONSISTENCY IN JOB CLASSIFICATION SPECIFICATIONS

The official classification titles of all positions in the Public Service Employees Bargaining Unit shall be contained in the Adopted City Council Resolution Establishing Appropriate Units, and the Adopted City Council Resolution Approving Salary and Compensation Schedules and Classification Plan. A copy of the most current resolutions is attached to this MOU.

The City will meet and confer with the union prior to any additions, deletions, or changes to classification titles, job descriptions, or classification specifications which may require a change to the resolutions listed above.

ARTICLE 67. MODIFIED/ALTERNATIVE DUTY

I. This program covers City of Rocklin Public Service Employees being treated for an illness or injury when it is determined by the treating physician that they may be able to return to work on a temporary basis with modified or alternative duties/tasks. The modified/alternative duty assignments are intended to be temporary in nature and shall be based upon the employee's medical restrictions and the City's operational needs. Modified/alternative duties are NOT to be considered permanent placements.

II. Modified/Alternative Duty Assignments:

1. Shall be made based on the needs of the City.
2. When it is determined by the treating physician that an employee is able to return to work, it will then be the employee's responsibility to notify Human Resources. It is the responsibility of Human Resources to provide the Medical Restrictions Evaluation Form (Appendix C) to the employee and attach a copy of the employee's job specifications, which includes the physical requirements of their job. It is the employee's responsibility to have the form completed by their treating physician. The completed form is then to be returned to Human Resources.
3. The goal shall be to make the assignment no later than five (5) days after the City receives a completed City provided Medical Restrictions Evaluation Form (Appendix C) from the injured worker's treating physician.
4. Assignments shall end upon:
 - The date of release from all medical restrictions by the treating physician
 - The injured worker's placement in a rehabilitation plan due to permanent restrictions

- The unavailability of modified/alternative duty assignments as determined by the Risk Manager. When determining the availability of assignments, Risk Management shall give preference to employees who have sustained work related illnesses or injuries. Should there be a denial of an employee's Workers' Compensation claim, the employee shall be treated as an employee who has not suffered a work-related injury. If necessary, an employee who is on a modified/alternative duty assignment due to a non-work related illness or injury shall be replaced by an employee who has subsequently qualified to be assigned to a modified/alternative duty assignment due to a work related illness or injury.

5. Generally, the modified/alternative duty assignment under this program shall not exceed 90 calendar days. Risk Management and the Department Head must approve, in writing, the extension beyond 90 calendar days and at 30 calendar-day intervals thereafter.

6. Prior to working a modified/alternative duty assignment, the employee shall be informed, in writing, utilizing a Modified/Alternative Duty, Return to Work Assignment form (Appendix D) of the conditions and restrictions of the modified/alternative duty assignment.

7. Modified/alternative duty assignments shall be allocated based on the needs of the City as determined by Risk Management. An employee assigned a modified/alternative duty assignment may be subject to changes in department or/or duties: however, every effort will be made to avoid changes in shift assignment.

III. Salary and Benefits While on a Modified/Alternative Duty Assignment

1. Employees shall receive their regular salaries, sick leave accrual, vacation leave accrual, and other benefits consistent with the terms of the Memorandum of Understanding.

2. Employees shall report for their modified/alternative duty assignment when assigned.

3. Failure to report for duty as assigned may constitute insubordination and result in disciplinary action up to and including discharge.

4. Employees have the right to refuse a modified/alternative duty schedule for a non-work related injury due to physical reasons/limitations, or to use vacation time in lieu of the offered modified duty.

IV. Medical Restrictions Evaluation Form

1. An employee's treating physician must complete a City provided Medical Restrictions Evaluation Form (Appendix C), and identify in writing the employee's limitations and restrictions in sufficient detail to enable Risk Management to determine a suitable work assignment.

WHEREAS, the parties hereto have entered into this Memorandum of Understanding on the 25th day of October, 2005.

CITY OF ROCKLIN

By: _____

Carlos A. Urrutia, City Manager

AFSCME COUNCIL 57 LOCAL 146, AFL-CIO

REPRESENTING THE CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES

By:_____ By:_____

By:_____ By:_____

By:_____ By:_____

APPENDIX A

**PUBLIC SERVICE EMPLOYEES SALARY SCHEDULE
February 1, 2005**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Administrative Clerk I	1	2101	2206	2316	2432	2554	2681
Account Clerk I	5	2319	2435	2557	2685	2819	2960
Administrative Clerk II Maintenance Worker I	7	2437	2559	2687	2821	2962	3110
Account Clerk II Comm. Serv. Program Assist. Public Records Technician	9	2560	2688	2822	2964	3112	3267
Administrative Clerk III	10	2624	2755	2893	3038	3189	3349
Building Maintenance Worker Landscape Maintenance Worker Parks Maintenance Worker Public Works Maintenance Worker	11	2689	2823	2965	3113	3268	3432
Building/Planning Technician I Equipment Mechanic I Parts Specialist	12	2757	2895	3040	3192	3351	3519
Administrative Secretary	14	2896	3041	3193	3352	3520	3696
Comm. Serv. Program Coordinator Equipment Mechanic II Irrigation Maintenance Technician Sr. Building Maintenance Worker Sr. Landscape Maintenance Worker Sr. Public Works Maintenance Worker Traffic Maintenance Worker	15	2969	3117	3273	3437	3609	3789
Accounting Technician Building/Planning Technician II Building Trades Worker Parks Trades Worker	16	3043	3195	3355	3523	3699	3884

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Building Inspector I Building/Planning Technician III Landscape Inspector Public Works Inspector I	19	3277	3441	3613	3794	3983	4182
Building Maintenance Supervisor Senior Equipment Mechanic Senior Traffic Maintenance Worker	20	3359	3527	3703	3888	4083	4287
Accountant I Building Plans Examiner I Engineering Technician I	21	3443	3615	3796	3986	4185	4394
Assistant Planner Building Inspector II Code Enforcement Officer Public Works Inspector II	23	3617	3798	3988	4187	4396	4616
Accountant II Building Plans Examiner II Engineering Technician II Fire Inspector Marketing Specialist	24	3707	3892	4087	4291	4506	4731
Facilities Maintenance Supervisor Landscape Maintenance Supervisor Parks Maintenance Supervisor Public Works Maintenance Supervisor Sr. Comm. Serv. Supervisor	24E	3930	4127	4333	4549	4777	5016
Information Systems Specialist	25	3800	3990	4190	4399	4619	4850
Engineering Technician III	26	3895	4090	4294	4509	4734	4971
Senior Building Inspector	29	4195	4405	4625	4856	5099	5354
Associate Planner Information Systems Analyst Network Systems Administrator	31E	4672	4906	5151	5408	5679	5963

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Assistant Engineer	33	4630	4862	5105	5360	5628	5909
Database Administrator	35E	5156	5414	5684	5969	6267	6581
Plan Check Engineer	36E	5285	5549	5827	6118	6424	6745

APPENDIX B

FLEET MECHANICS' MINIMUM REQUISITE TOOL LIST

Below is a list of hand tools which each Fleet Mechanic employed with the City of Rocklin will be required to possess at and during their employment. The descriptions and numbers are per the Mac Tool catalog.

MS 100 – Starter Service Set

Ball Peen Hammer, 16 oz. (BH16A)
Circuit Tester, 6 – 12 Volt (ET125C)
Round Head Ratchet, 5", 1/4" Drive (MRR5)
Punch & Chisel Set, 12 Piece (PC12TSS)
Pliers Set, 4 Piece (PS4)
Long Combination Wrench Set, 12 Point, 7 Piece (SCL72PTR)
Metric Combination Wrench Set, 9 Piece (SCM9PTR)
Spark Plug Socket, 5/8" (SC177R)
Metric Socket Set, 6 Point, 10 Piece (SMM106TR)
Socket Set, 6 Point, 10 Piece (SM106TR)
Metric Socket Set, 6 Point, 14 Piece (SXM146TR)
Mighty Economy Set, 6 Point, 19 Piece (SX196BR), 3/8" Drive Which Consists of:
 Standard Sockets, 8 Each, 3/8" – 13/16"
 Deep Sockets, 8 Each, 3/8" – 13/16"
 Universal Joint
 Ratchet 7 1/2" Long, 3/8" Drive
 Plastic Box, Measuring 8 5/8" x 7 1/8" x 1 7/8"

MS200 – Basic Service Set

Battery Pliers, 7 1/2" Wrench Grip (BP14)
Clamp Spreader & Cleaner (BP20)
Battery Post Cleaner, Four in One (4 in 1) (BTB541)
Standard Deadblow CompoCast Hammer, 22 oz. (CH50-0)
Hi-Energy Gauge, 6 Wire Round (FG027B)
Master Off-Set Gauge (FG275)
Fold-Up Hex Key Set, 1.5 – 6mm (HKPM17)
Fold-Up Hex Key Set, .050 – 3/16" (HKP915)
Spring Claw (FD612)
Heavy-Duty Pry Bar W/Bent Head (PB12)
Chisel Putty Knife, 1 5/16" (PK2)
Pozidrive SD W/ComfortGrip, #2, 1/4" x 4" (PZD24AB)
Short Box Wrench Set, 4 Piece (SB04PT)
Flare Nut Wrench Set, 5 Piece (SFB56PTR)
Extension Set, 1/4" Drive, 5 Piece (SME5PT)

MS200 – Basic Service Set (Continued)

Torx Tip SD W/ComfortGrip, #15 (S715A)
Folding Torx Key Set, 7 Piece (TX7F)
C-Clamp ViseGrip, 11" (VG11R)
Deep Socket, 7/8", 6 Point (XD286R)
Deep Socket, 15/16", 6 point (XD306R)
Spinflex Ratchet, 11", 3/8" Drive (XRS11FPA)
Extension, 12" (X12E)
Standard Socket, 6 Point, 7/8" (X286R)
Standard Socket, 6 Point, 15/16" (X306R)
Standard Socket, 6 Point, 1" (X326R)
Extension, 6" (X6E)

MS300 – Apprentice Mechanic's Set

Universal Joint, 1/4" Drive (M3U)
Metric Long Combination Wrench Set, 12 Point, 7 Piece (SML7PTR)
Magnetic Screwdriver Kit, 20 Piece (SPM29AK)
Socket Set, 6 Point, 15 Piece (SV156TR)
Hex Drive Set, 3/8" Drive, 7 Piece (SXA7T)
Deep Metric Socket Set, 6 Point, 14 Piece (SXDM146TR)
Ratchet, 10", 1/2" Drive (VR10)
Extension, 5" (V5E)
Flex Handle (X12F)

MS400 – General Service Set

Long Combination Wrench, 12 Point, 13/16" (CL262R)
Long Combination Wrench, 12 Point, 7/8" (CL282TR)
Long Combination Wrench 12 Point, 15/16" (CL302TR)
Long Combination Wrench, 12 Point, 1" (CL322TR)
Quick Release Hacksaw, 12" (HSQR12)
Bolster Combination Set, 6 Piece (SDRB24APT)
Deep Metric Socket Set, 6 Point, 10 Piece (SMDM106TR)
Deep Socket Set, 6 Point, 8 Piece (SMD86TR)

MS500 – Automotive Service Set

Impact Adapter, 1/2" – 3/8" (AP1612)
Air Ratchet, 3/8" (AR2134)
Impact Air Wrench, 1/2" (AW434)
Adapter, 1/2" – 3/8" (A1612)
Ball Peen Hammer, 32 oz. (BH32A)
Flashlight W/Magnet, Two (2) D Cell (FLGHM2D)
Inspection Mirror, 2 1/8" x 3 1/2" (MK2)
Telescopic Flex Power Magnet (MP5A)
Torx Drive, #25, 1/4" Drive (MT25)

MS500 – Automotive Service Set (Continued)

Combination Wrench, 12 Point, 16 mm (M16CWR)
Combination Wrench, 12 Point, 17 mm (M17CWR)
Combination Wrench, 12 Point, 18 mm (M18CWR)
Combination Wrench, 12 Point, 19 mm (M19CWR)
Fractional Nut Drive Set, 7 Piece (ND7PT)
Red Plastic Boot (PB234)
Replaceable Tip Pliers Set (PK100)
Retractable Knife (PK99)
Phillips Screwdriver W/ComfortGrip, 18", #1 (P3181AR)
Phillips Screwdriver W/ComfortGrip, 18", #2 (P3182AR)
Metric Ratcheting Box Wrench Set, 7 Piece (RBOWM7PT)
Combination File Set W/ComfortGrip (SCbF4AK)
Flare Nut Wrench Set, 6 Piece (SFBM66PTR)
Impact Driver Set, 13 Piece (SID13B)
Lady Foot Bar Set, 3 Piece (SLF3)
Utility Tool Set, 5 Piece (SS5)
Bolt Grip Set (STP100M)
Deep Metric Impact Socket Set, 6 Point, 11 Piece (SVDPM116TR)
Deep Impact Socket Set, 6 Point, 13 Piece (SVDP136TR)
Wobble Extension Set, 3/8" Drive, 5 Piece (SXEWS5PT)
Metric Hex Drive Set, 3/8" Drive, 7 Piece (SXMA7T)
Metric Impact Socket Set, 6 Point, 20 Piece (SXPM206PTR)
Impact Socket Set, 3/8" Drive, 17 Piece (SXP17PTR)
Universal Socket Set, 6 Point, 7 Piece (SXU76T)
Terminal Crimper/Wire Stripper (TCT60A)
Dial Tire Gauge, 60DS (TGD60)
Vice-Grip Set W/Kit Bag, 5 Piece (VG5SKB)
Impact Universal Joint (VUP2BA)
Flex Handle, 24" (V24F)
Extension, 1" (X1E)
Extension, 8" (X8E)

The City agrees to furnish the following items:

Clear, Anti-Fog Goggles
Hack Saw Blades
Filter Wrenches
Screw Extractor Set W/Box
Super Tap & Hex Die Set
All Torque Wrenches
Heavy-Duty Starter Switch W/Test Light
Wheel Lug Socket Set W/Extension
All Tools in Excess of 1 ¼" (One & One Quarter Inches)

APPENDIX C

CITY OF ROCKLIN

Human Resources Department

3970 Rocklin Road, Rocklin, CA 95677

Phone: (916) 625-5056 – FAX: (916) 625-5099

MEDICAL RESTRICTIONS EVALUATION

The City will attempt to return an employee to useful and productive employment within any medical work restrictions provided by the treating physician.

Patient Name: _____

Physician Name: _____

Please Print

Sutter Health @ Work:--(916) 797-4700 Two Medical Plaza, Ste. 105, Roseville, CA 95661-3037

PHYSICIAN: Please complete the list of work restrictions below.

	How many hours per day?	None		How many hours per day?	None
1. Sit			13. Hands: Grasping –Right Hand		
			14. Grasping –Left Hand		
2. Stand			15. Typing/ Computer		
3. Walk			16. Struggle with resisting person		
4. Bend or stoop			17. Operate machinery		
5. Squat			18. Walk on uneven ground /heights		
6. Crawl			19. Lift and Carry Up to 10 lbs.		
7. Climb			11-24 lbs.		
8. Run / Sprint			25-34 lbs.		
9. Push / Pull			35-50 lbs.		
10. Kneel			51-74 lbs.		
11. Reach above left shoulder			75-100 lbs.		
12. Reach above right shoulder			20. Operate Motor Vehicle		

Date of Next Appointment: _____ Date of return to Full Duty: _____

Physician Signature: _____ **Date:** _____

Please call Human Resources at (916) 625-5056 if further information is needed.
PLEASE FAX THIS COMPLETED REPORT TO: (916) 625-5099 Human Resources

APPENDIX D

**Modified/Alternative Duty
RETURN TO WORK ASSIGNMENT**

The City will ensure that any modified or alternative duty assignment does not exceed the employee's current medical restrictions. It is the employee's responsibility to work within the restrictions provided by the treating physician and to report any medical difficulty to both his/her supervisor, Risk Management, and the physician.

EMPLOYEE: _____

Usual and Customary Classification: _____

Supervisor: _____ Phone: _____

Modified/alternative duty assignment: _____

This assignment shall be in effect from _____ to _____ and shall not exceed 60 days unless extended in writing. This assignment is mutually agreed upon and may be modified as deemed necessary.

The modified/alternative duty assignment shall initially consist of the following:

This modified/alternative duty form will remain confidential. By signing this Return to Work Assignment form, all parties agree to abide by its terms.

_____ Employee	_____ Date
_____ Department Head	_____ Date
_____ Risk Manager	_____ Date

Attached is a copy of medical restriction/s dated: _____

APPENDIX E

STEP F/RETROACTIVITY

1. Employees who have been at “E” Step for more than one year as of February 1, 2005 shall move to “F” Step effective February 1, 2005. This general increase will be applied retroactively to February 1, 2005.
2. Employees who became eligible for “F” Step after February 1, 2005, will move to “F” Step effective on their anniversary date and their new salary will be applied retroactively to that date.
3. Employees who received a reclassification effective August 1, 2005 and either have been at “E” Step for more than one year as of February 1, 2005 or who would have been at “E” Step for one year before August 1, 2005 will receive a step increase to the appropriate salary, if warranted, and the increase will be applied retroactively to August 1, 2005.